

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 18, 2023

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	3
B. Business Services	
1) Enrollment Report	11
2) Child Nutrition Department Report	13
3) Facilities Department Report	14
4) Technology Department Report	16
5) Transportation Department Report	47
3. <u>Recommended Resolutions</u>	
A. B-4-23-3955 - Acceptance of Donations to Duluth Public Schools	48
B. B-4-23-3954 - Acceptance of Grant Awards to Duluth Public Schools	50
4. <u>Consent Agenda</u>	
A. HR Staffing Report	53
1) Job Description for Utility Person II	54
B. Finances	
1) Financial Report	58
2) FY23 Revised Budget	59
3) Fundraisers	61
C. Bids, RFPs, and Quotes	
1) QUOTE #4382 - Flooring Installation Labor	62
2) BID #1312 - Roofing Labor	69
3) BID #1314 - Plumbing Labor	75
4) BID #1317 - Food Requirements	82
5) BID #1304 - Bakery Products (One Year Extension)	83
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. District Properties Update	88
B. Moody's Bond Rating	94
C. Expenditure Contracts	108
D. No Cost Contracts	148
E. Revenue Contracts - None	

F. Grant Applications

**Human Resources Report Summary
April 2023 Activities**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	5	14
# Retirements	1	1
# Resignations	0	4
# Leave of Absences	5	3

HR Department Updates:

All certified displacements have been provided to staff and certified postings for the 2023-2024 school year have begun. The Human Resources Team started to post open certified positions on March 28, 2023. Open certified positions will be posted weekly. Finance and Human Resources have completed our budget and staffing meetings with all Principals. These meetings were very productive and will assist the principals in determining their staffing needs for the upcoming school year.

Becca Lester was promoted to Executive Assistant effective March 27, 2023 and we are currently seeking to replace her previously held position of Human Resources Assistant. Interviews were held the first week of April.

The Mass Mailer has been completed and is attached to this report. We plan to post this on social media and also direct mail to homes within the District. Thanks to our Human Resources Assistant, Joe Perich for his creative work on the post card.

Benefits Updates:

The Benefits Department hosted a Retirement Information Session on March 22nd, with 13 people in attendance. We have also signed a contract with Innovo, who will do all retiree/COBRA billing starting August 1st. We also signed off on our renewal with Calm, to continue to bring mental health resources to our employees. Open Enrollment for health insurance will begin in the beginning of May, with a July 1st effective date. Information on that will be sent to employees in the coming weeks regarding the online enrollment process.

Contract Negotiations:

We have had five bargaining units request to bargain, Non-Certified Business Division Administrators Association (NCBAA), Paraprofessionals (Education Assistants), Food Service Employees, Clericals and Principals. Leadership plans to meet in the next few weeks to review contracts for language change needs, etc.

Hiring Updates:

Certified:

Teachers, Elementary (8)
Teachers, High School (2)
Teachers, Middle School (3)
Teachers, Special Education (14)

Summer School (54)

Non-Certified:

Administrative/Management (1)
Child Nutrition (10)
Clerical (1)
Maintenance/Transportation (22)
School Custodian (15)
Second Shift Engineer (1)
Bus Helper (1)
School Bus Driver II (6)
Playground/Cafeteria Monitor (9)

Paraprofessionals (23)

American Indian Home School Liaison (1)
Cultural Immersion Program Professional (1)
Duluth Pre-School Program Paraprofessional (1)
Early Childhood Sp. Ed. Paraprofessional (2)
Sp. Ed. Building Wide Paraprofessional (1)
Sp. Ed. Program Paraprofessional (4)
Sp. Ed. Student Speci. Setting III Paraprofessional (11)
Supervisory Paraprofessional (2)



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**Duluth School District:
Year to Date 9/6/22-3/30/23**

Teacher YTD Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022	4354	2257	2097	52%
2023	4169	3254	915	78%

Para YTD Absence Data				
	Requested	Filled	Unfilled	Fill Rate
2022	3161	543	2618	17%
2023	1999	697	1302	35%

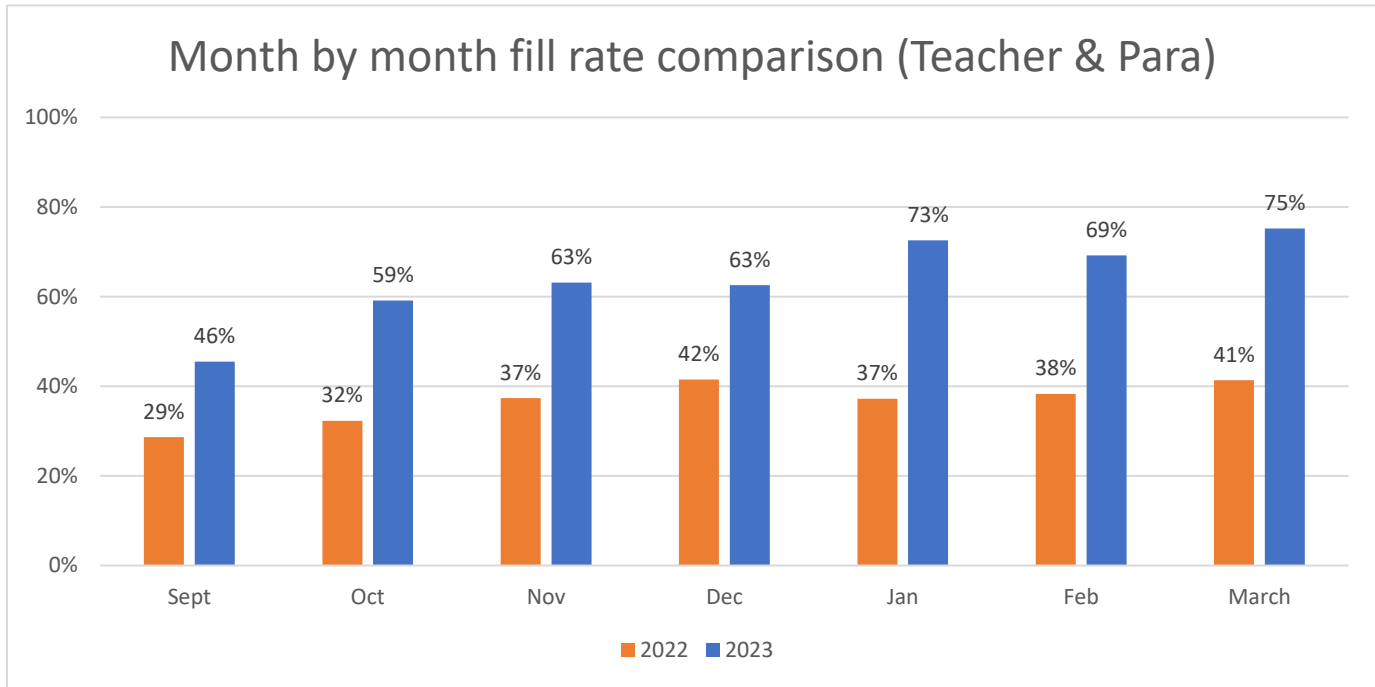
YTD (3/30/2023) Overall Sub Requests	YTD fill rate	Current Substitute Pool Size	Subs with Para skill	Subs with Teacher skill	Substitutes Added Since 9/6/23	Absenteeism Rate
6168	64%	159	90	117	103*	3.9%

*not including transitioning substitutes, or those who have deactivated since 9/6

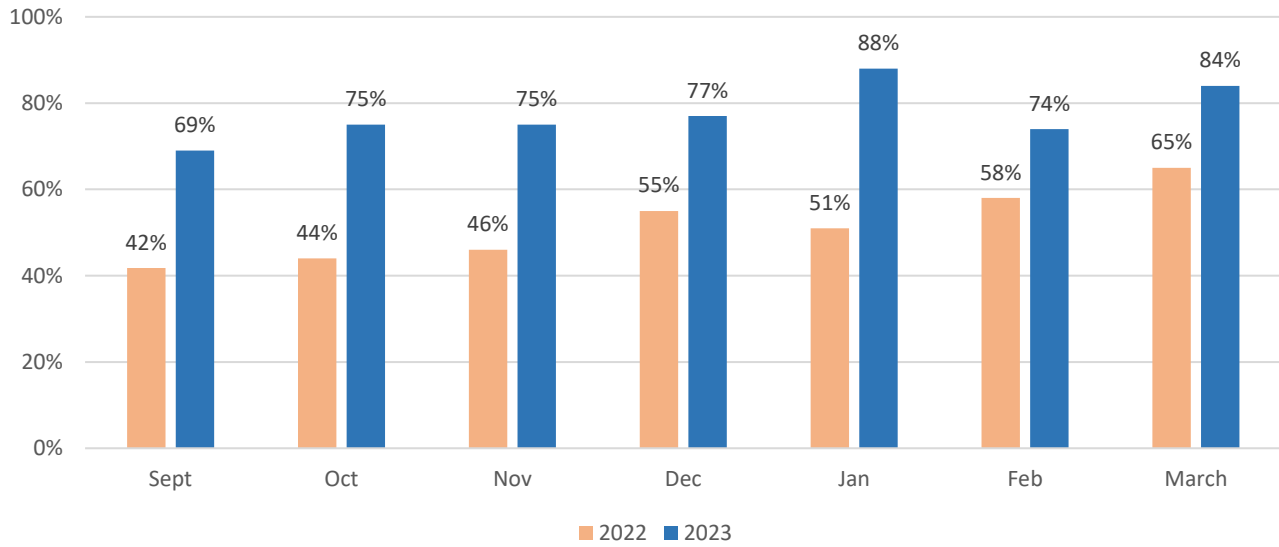
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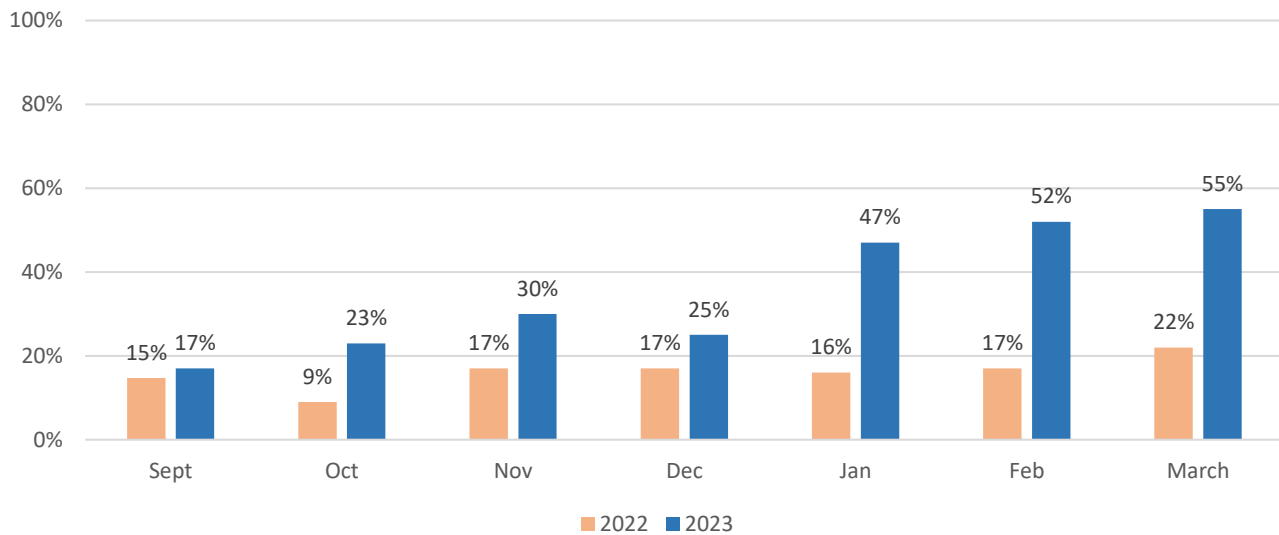
Month by month fill rate comparison (Teacher & Para)



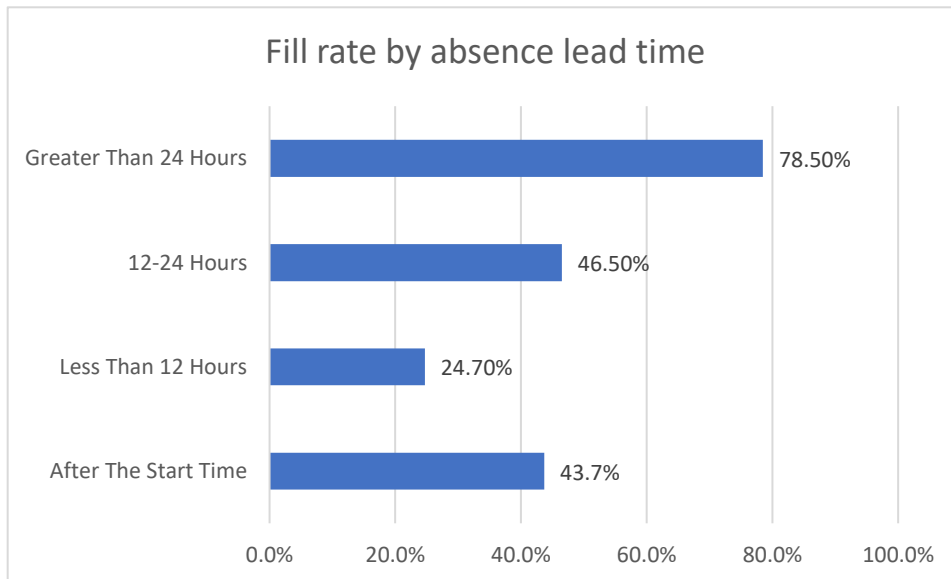
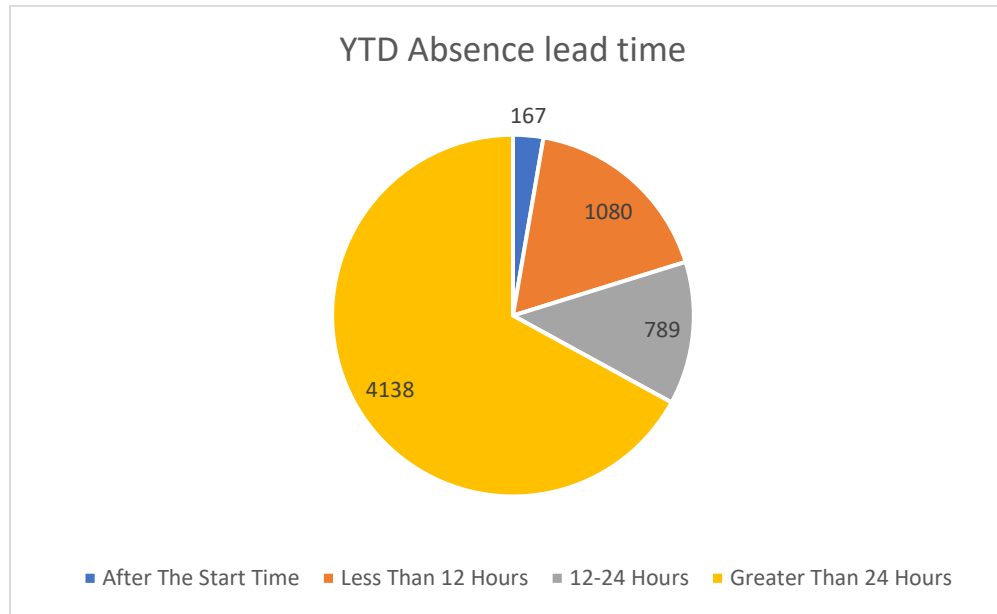
Teacher month to month fill rate comparison



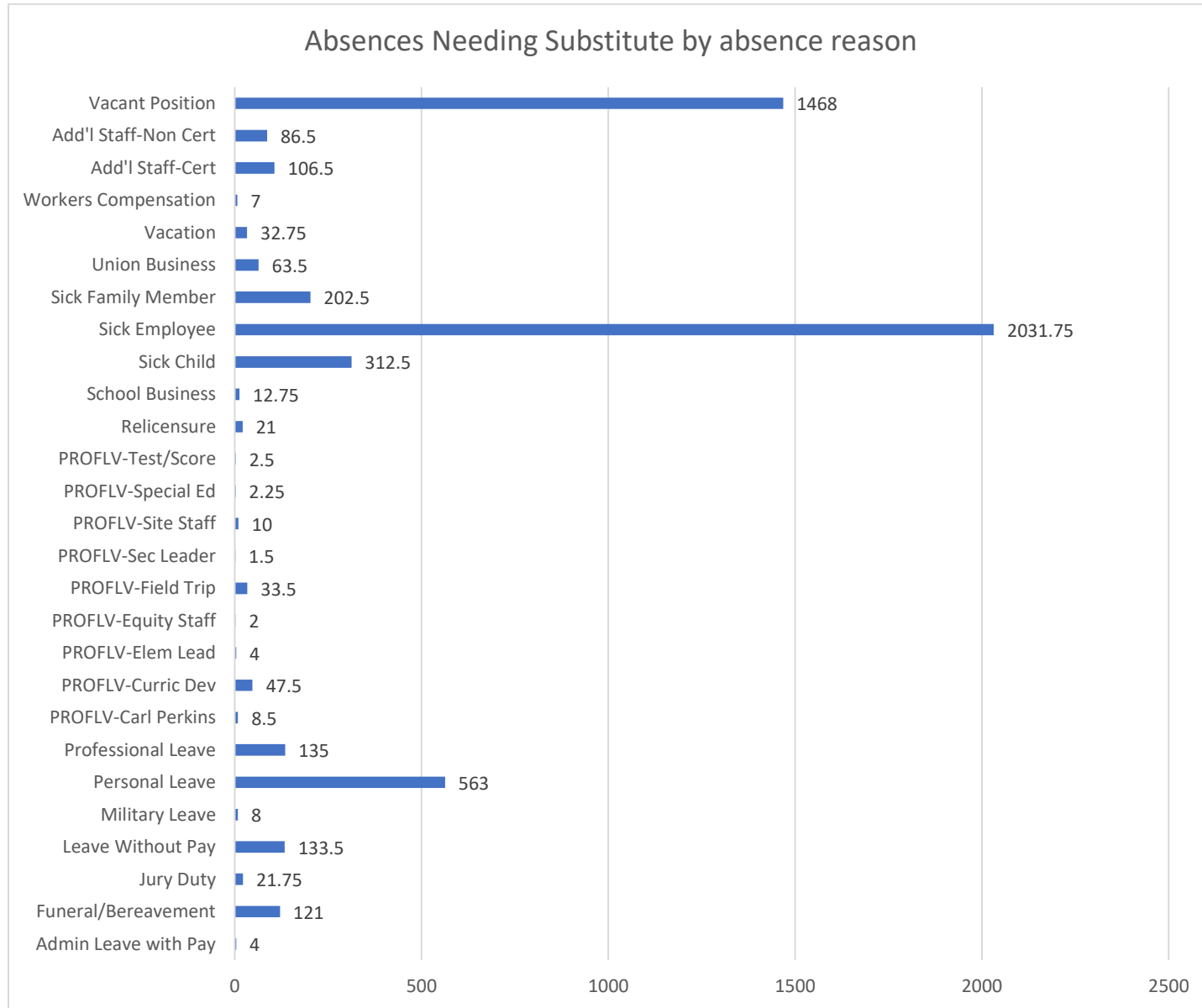
Para month to month fill rate comparison



Absence lead and fill time:



Absence reasons:



Recruitment efforts:

- ✓ Radio advertisements
- ✓ Billboard within sky walkways
- ✓ Substitute referral fee
- ✓ Flyers in coffee shops/supermarkets/libraries/entertainment venues/laundromats
- ✓ Tabling events at St Scholastica, Lake Superior College & UMD

Planned upcoming recruitment efforts:

Continued flyering efforts

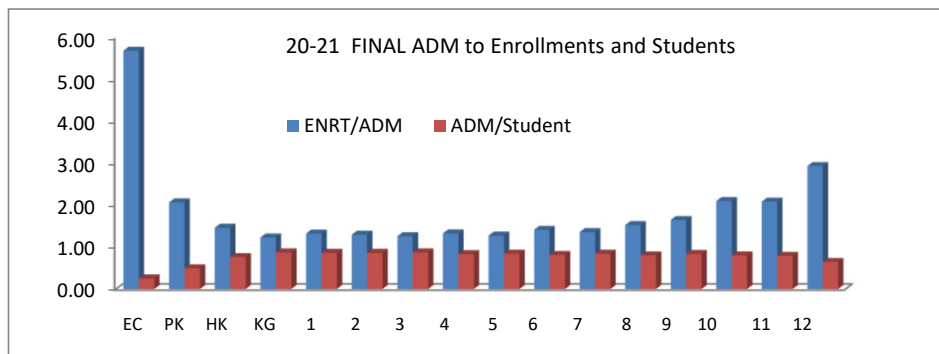
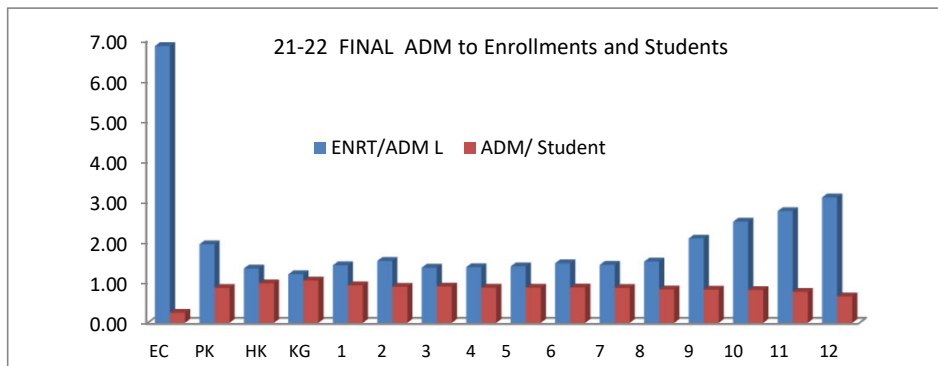
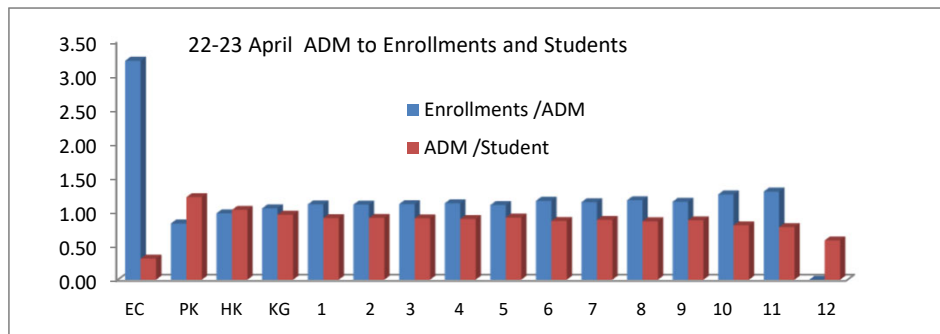
Continued advertising online, including on Indeed.com, Handshake.com and social media.

Job fares

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
April 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	469	469	370	145.85	102.00	3.22	0.31
PK	43	43	80	52.10	42.65	0.83	1.21
HK	119	119	127	122.00	90.00	0.98	1.03
KG	519	519	495	495.39	522.00	1.05	0.95
1	642	642	588	580.75	605.00	1.11	0.90
2	669	669	614	606.43	602.00	1.10	0.91
3	649	649	592	584.70	586.00	1.11	0.90
4	666	666	603	593.44	585.00	1.12	0.89
5	665	665	616.5	606.73	604.00	1.10	0.91
6	579	579	507.45	499.41	509.00	1.16	0.86
7	664	664	596	582.79	559.00	1.14	0.88
8	679	679	595.3	582.11	585.00	1.17	0.86
9	816	816	728.63	712.43	648.00	1.15	0.87
10	814	814	664.85	650.06	650.00	1.25	0.80
11	883	883	697.85	682.33	680.00	1.29	0.77
12	960	960	567.4	554.78	625.00	0.00	0.58
PS	477	477					
Total:	9836	9836	8442.98	8051.30	7994.65	1.10	0.82

+proj-budg> 56.65

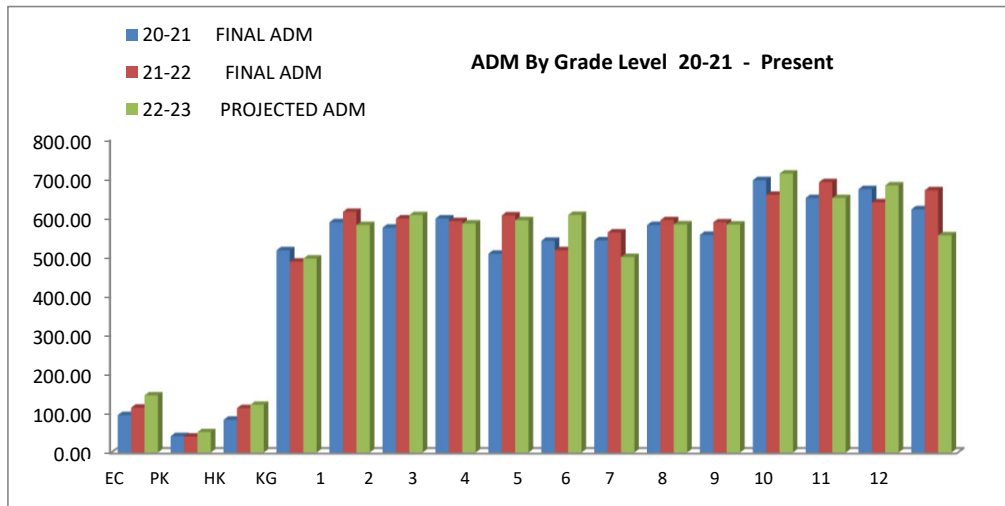


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GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	168	145.85
PK	68	41.58	70	40.57	-29.43	29	52.10
HK	77	83.52	101	113.54	12.54	92	122.00
KG	520	516.69	502	487.64	-14.36	483	495.39
1	596	588.40	616	614.82	-1.18	537	580.75
2	582	574.16	593	597.78	4.78	569	606.43
3	617	597.62	603	590.84	-12.16	558	584.70
4	523	507.84	621	605.84	-15.16	564	593.44
5	558	540.73	527	516.78	-10.22	573	606.73
6	576	542.05	577	561.90	-15.10	474	499.41
7	586	581.07	604	593.59	-10.41	545	582.79
8	576	555.74	601	587.95	-13.05	540	582.11
9	723	695.44	687	658.15	-28.85	571	712.43
10	680	650.09	717	690.45	-26.55	493	650.06
11	734	672.61	680	638.94	-41.06	512	682.33
12	756	621.11	832	669.75	-162.25	539	554.78
Total:	8358	7864.10	8487	8083.11	-403.89	7247	8051.30



Child Nutrition Report

March 2023

Week of:	Breakfast 3/1/2023	Lunch 3/1/2023	Breakfast 3/6/2023	Lunch 3/6/2023	Breakfast 3/13/2023	Lunch 3/13/2023	Breakfast 3/20/2023	Lunch 3/20/2023	Breakfast 3/27/2023	Lunch 27-Mar	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	126	580	313	1303	243	1124	304	1520	344	1441	1330	5968	63	284
Denfeld	357	894	930	2386	730	1833	974	2121	1040	2402	4031	9636	192	459
Harbor City										1278	0	1278	0	61
East High	510	836	1244	2157	1028	1573	1258	2118	1317	2082	5357	8766	255	417
Homecroft	297	571	678	1302	580	1092	759	1364	782	1374	3096	5703	147	272
Lakewood	154	300	326	791	272	608	384	751	331	736	1467	3186	70	152
Lester Park	281	796	694	1924	564	1468	737	1874	724	1742	3000	7804	143	372
Lincoln park	295	672	812	1813	588	1350	812	1842	842	1738	3349	7415	159	353
Lowell	601	825	1479	2139	1116	1718	1395	2203	1436	2134	6027	9019	287	429
Laura Macart	373	442	957	1176	718	858	941	1133	987	1141	3976	4750	189	226
Myers-Wilkin	340	488	841	1265	586	941	749	1238	853	1326	3369	5258	160	250
Ordean/East	305	1137	690	2994	585	2278	695	3053	701	2905	2976	12367	142	589
Piedmont	537	693	1362	1716	1022	1317	1300	1666	1360	1715	5581	7107	266	338
Rockridge	31	48	88	125	67	90	77	110	82	126	345	499	16	24
Stowe	338	339	838	837	646	642	840	865	851	848	3513	3531	167	168
ALC	11	22	36	89	47	98	50	126	45	85	189	420	12	26
	2 days	ALC 1	5 days	Alc 4	4 days	ALC 3	5 days	ALC 4 days	5 days	ALC 4				
	4556	8643	11288	22017	8792	16990	11275	21984	11695	23073	47606	92707	2270	4421
Denfeld Supp	Mon-thurs	0		498		306		562		461		1827	TOTAL	
Daily average		0		4		3		4days		4			122	

Food Products Bid/RFP for school year 2023/24

The Procurement process was completed and Upper Lakes Foods submitted the winning bid. The new bid will start July 1, 2023 and run for 4 years.

Pizza Bid for school year 23/24

The cooked and delivered pizza bid was prepared and sent out to 4 companies as well as advertised in the Duluth News Tribune. Bids are to be returned by 4/20/23. Pizza is delivered to the Secondary schools daily and the Elementary Schools once a week.

Free School Meals for school year 23/24

Universal Free Meals was passed by the legislature and will begin school year 23/24. All students will receive 1 breakfast and 1 lunch per day at no charge.

Parents will still be asked to fill out the Application for Educational Benefits so that data may be used for other programs and determining area eligibility for other programs. (Such as Summer meals)

National School Breakfast Week

National School Breakfast Week was March 6th-10th. We promoted Breakfast and had 2 new breakfast items that week to renew interest in breakfast. Students liked the promoted items and gave us some input on how to make breakfast even better.

Health Department Reviews

The Minnesota Health Department reviews our school kitchens and cafeterias twice a year and is nearly finished with their second round. The school kitchens are licensed and also employ a Certified Food Safety manager. All schools continue to perform well on these reviews and have not had any serious findings in over 20 years.

Facilities Management & Capital Project Status Report

March 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 325 work orders and are currently working on 302 open work orders.
- Utilities has gone above and beyond keeping up with the snow removal

Capital Construction

- Denfeld tower work is almost complete. The spire and finial are installed, waiting on inspection.
- FY24 Congdon playground construction order acknowledgement has been received from Landscape Structures
- The boiler at Stowe is installed, factory startup will be over the Spring Break. We are still operating on the backup at this time.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is ongoing. (still)

- Construction Tasks “On The Hill”

- Final tasks are ongoing in the existing Facilities building which is close to complete.
- Interior work is starting/ongoing at the DSC and Transportation Building.
- 2nd floor ceilings are going in.
- Furniture installation will be started in mid April.
- Site work and bituminous will be completed last.

Building Operations

- Operations staff have been performing an excellent job and keep working hard. Most sites are shorthanded after a run of retirements and staff out sick in most sites.
- There are ongoing vacancies in the custodial ranks that we are working to fill. We have filled the Engineers spot at Stowe with Joseph Lewandowski.

Health, Safety & Environmental Management

- Fire Marshal ordered corrections at Myers, Stowe and Lowell underway
- Fire code inspections of Lakewood, Homecroft and Ordean have been completed and corrections letters have been received. Corrections will be underway in April
- Transportation received a complaint letter from OSHA involving 8 alleged discrepancies. Upon investigation 7 of the 8 discrepancies were found to be unsubstantiated. 1 of the 8 discrepancies was substantiated. The substantiated discrepancy involved peeling lead paint. Abatement of the paint was underway 2 business days following receipt of the letter. A full report was sent to OSHA in response. The complaint was closed. The letter has since been shared with those union representatives who have staff at the transportation building, and posted for review by those at the site.

Workers’ Compensation Activities

March 2023 (as of 3/30/23)

- First report of incidents:----- 19













- OSHA recordable incidents:----- 2
- Days away from work:----- 31
- Days of restricted work:----- 16

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

- First report of incidents:----- 50
- OSHA recordable incidents:----- 9
- Days away from work:----- 104
- Days of restricted work:----- 92

Technology Department - March Report (3/1 - 3/31)




- **Cybersecurity**

- [Partnering to Safeguard K-12 Organizations from Cybersecurity Threats](#)
 - Publication: January 2023, by the U.S. Department of Homeland Security Cybersecurity and Infrastructure Security Agency
- [Arctic Wolf March 2023 Monthly Assessment](#)
- Infosec IQ Cybersecurity Awareness and Phishing
 - The latest Infosec IQ Phishing Campaign (Feb 6-17) shows a current staff phish rate of 20.8%. This is down from 32% for the December 2022 campaign.
- Google Security
 - Gmail
 - 1.6M Emails Messages Accepted/Delivered 
 - 119K Rejected 
 - 64K Spam folders 
 - 6.7K were identified as Phishing 
 - 34 were identified having a suspicious attachments 
 - 10.5K were identified as Spoofing 
 - 0 emails were identified as Malware
 - Account Information
 - 10,962 Active Accounts 
 - 24.48TB of storage 
 - 165.9.K Files shared externally 
 - 713 Suspicious login attempts 
 - 1.4K Failed user login attempts 
 - 48 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 458 New Technology Support Tickets Created 
- 3412 Tickets were resolved 
- 260 Tickets remain unresolved 

- **Projects - Six (6) Monthly Outlook**

- UHG network infrastructure installation and configuration
- DSC network infrastructure installation and configuration
- Facilities network infrastructure installation and configuration
- UHG move to DSC and Facilities
- Transportation move to the new Transportation building
- Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation
- District Wide: ~550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories
- District-Wide: \$2M Classroom AV Upgrades. This will update 200 classrooms and take 50-70 days with a start date of Monday, June 12, 2023



PROTECTING OUR FUTURE:

PARTNERING TO SAFEGUARD K-12 ORGANIZATIONS FROM CYBERSECURITY THREATS

PUBLICATION: JANUARY 2023

U.S. DEPARTMENT OF HOMELAND SECURITY
CYBERSECURITY AND INFRASTRUCTURE SECURITY AGENCY



TABLE OF CONTENTS

02	Executive Summary
04	Introduction
06	Risks and Challenges to the K–12 Education Community
08	FEEDBACK FROM STAKEHOLDER ENGAGEMENT
08	RESOURCE Shortage of Cybersecurity Professionals in K-12 Institutions
09	SIMPLIFY Desire for Clear, Actionable Guidance and Cybersecurity Plans for Ready Adoption
09	PRIORITIZE Role for Centralized Governance in Planning and Advising on Resource Allocation
10	GOVERN More Effective Oversight and Accountability
11	RECOMMENDATIONS
12	Key Findings and Recommendations
13	Recommendation 1. Invest in Most Impactful Security Measures and Build Toward a Mature Cybersecurity Plan
16	Recommendation 2. Recognize and Actively Address Resource Constraints
18	Recommendation 3. Focus on Collaboration and Information Sharing
19	Conclusion
20	Acknowledgements
21	Appendix 1. K–12 Resource Repository
23	Appendix 2. Key Resources
27	Footnotes

IMPLEMENT MOST IMPACTFUL SECURITY MEASURES

FIRST

- 1 Implement multifactor authentication [MFA]
- 2 Prioritize patch management
- 3 Perform and test backups
- 4 Minimize exposure to common attacks
- 5 Develop and exercise a cyber incident response plan
- 6 Create a training and awareness campaign at all levels

SECOND

Prioritize further near-term investments in alignment with the full list of CISA's Cybersecurity Performance Goals [CPGs]

THIRD

Develop a unique cybersecurity plan that leverages the NIST Cybersecurity Framework [CSF]

EXECUTIVE SUMMARY

INTENDED AUDIENCE

This report is principally intended for leaders in the K-12 community, including superintendents, district and school administrators, school boards, and state policymakers. The report may also be useful for education and technology leaders, including cybersecurity and IT staff, federal agencies, non-federal cybersecurity entities, nonprofits, and private sector organizations supporting the K-12 community. It is intended to raise awareness of the K-12 community's growing cyber risk and threat landscape and catalyze action across the K-12 community.

There is no more important institution to the future prosperity and strength of the United States than our nation's K-12 education system. K-12 schools and school districts have adopted advanced networking technologies that facilitate learning and make schools more efficient and effective. This technological gain, however, has introduced heightened risks. Malicious cyber actors are targeting K-12 education organizations across the country, with potentially catastrophic impacts on students, their families, teachers, and administrators.

The K-12 cybersecurity challenge was exacerbated by the COVID-19 pandemic, which significantly tested the nation's education system, necessitating an unexpected pivot to virtual learning that rendered our K-12 educational institutions increasingly vulnerable as new technologies were adopted on an unprecedented scale. Cyberattacks, and the threat thereof, strained resources and impacted delivery of critical education services across the nation. This has placed an untenable burden on our educational institutions and the populations that they serve and protect—children, parents, and educators. A continuing drumbeat of cyber intrusions is threatening the nation's ability to educate our children while also placing personal information and school data at risk.

Congress recognized this heightened risk environment by enacting the K-12 Cybersecurity Act of 2021 ("The Act"), which required the Cybersecurity and Infrastructure Security Agency (CISA) to report on cybersecurity risks facing elementary and secondary schools and develop recommendations that include cybersecurity guidelines designed to help schools face these risks. Our resultant report provides insight into the current threat landscape and the K-12 community's capacity to prevent and mitigate cyber attacks. Recommendations throughout this report are informed by insights from policy-makers, government officials, and members of the K-12 community. These recommendations are presented with a caveat: **change must come from the top down**. Leaders must establish and reinforce a cybersecure culture. Information technology and cybersecurity personnel cannot bear the burden alone.

This report is only a starting point. CISA will continue to engage with federal partners, including the U.S. Department of Education, and work closely with state and local officials, school leaders, emergency management officials, nonprofits, community leaders, and the private sector to identify areas for progress and provide meaningful support that measurably reduces risk.

KEY FINDINGS

01

In an environment of limited resources, leaders should leverage security investments to focus on the most impactful steps. K-12 entities should begin with a small number of prioritized investments: deploying multi-factor authentication (MFA), mitigating known exploited vulnerabilities, implementing and testing backups, regularly exercising an incident response plan, and implementing a strong cybersecurity training program. K-12 entities should then progress to fully adopting CISA's Cybersecurity Performance Goals (CPGs) and mature to building an enterprise cybersecurity plan aligned around the NIST Cybersecurity Framework (CSF).

02

Cybersecurity risk management must be elevated as a top priority for administrators, superintendents, and other leaders at every K-12 institution. Leaders must take creative approaches to securing necessary resources, including leveraging available grant programs, working with technology providers to benefit from low-cost services and products that are secure by design and default, and urgently reducing the security burden by migrating to secure cloud environments and trusted managed services.

03

No K-12 institution is an island. Information sharing and collaboration with peers and partners is essential to build awareness and sustain resilience. K-12 entities should participate in an information sharing forum such as the Multi-State Information Sharing and Analysis Center (MS-ISAC) and/or K12 Security Information eXchange (K12 SIX) and establish a relationship with CISA and FBI field personnel.

INTRODUCTION

As the nation's cyber defense agency, CISA has supported the K-12 education community in responding to and managing an increasing number of cybersecurity incidents, including by serving as a conduit for operational information sharing and guidance. In recent years, the cybersecurity challenge facing the K-12 community has only grown. The COVID-19 pandemic forced schools to pivot toward more virtual learning and quickly provide new technology, such as laptops or tablets, to students, teachers, and other faculty. Even as the worst days of the pandemic threat have subsided, K-12 institutions have recognized the broader benefits of these innovations and permanently changed operational practices accordingly. Threat actors, who were already escalating their attacks on K-12 institutions prior to the pandemic, have taken advantage of the increased post-pandemic attack surface and dependence on networked technologies to target K-12 institutions, often with disruptive or damaging results.

Increasingly, school or school district systems have been breached, with data deleted, misused, or even held for ransom. This trend has continued throughout 2022, and leaders across the K-12 community are coming to recognize that no school, district, or organization is immune from cyber intrusions. Low-income districts are in many cases most at-risk and vulnerable to cyberattacks and need focused support given lack of financial resources.¹

The K-12 Cybersecurity Act of 2021 directed CISA to study cybersecurity risks facing elementary and secondary schools, develop voluntary recommendations, including cybersecurity guidelines, and evaluate challenges that schools face in securing information systems owned, leased, or relied upon by K-12 educational institutions. Further, the Act required CISA to **(1)** develop an online training toolkit designed for school officials; and **(2)** make available the study's findings, cybersecurity voluntary recommendations, and the toolkit. The Act also required CISA to consult with cybersecurity and education entities, including teachers, school administrators, federal agencies, non-federal cybersecurity entities with experience in education issues, and private sector organizations.

To fulfill the Act's requirement for stakeholder input, CISA hosted and facilitated a series of roundtable listening and feedback sessions with key stakeholder groups outlined in the legislation and relevant to the K-12 education community, including superintendents, principals, school administrators, and teachers. CISA also engaged various partners through individual interviews, meetings, and focused discussions. The roundtable feedback sessions allowed CISA to gain insights into cybersecurity challenges facing the K-12 community and served as a forum to solicit input on proposed key themes, concepts, and areas of focus. Roundtable

topics included **1)** securing information systems owned, leased, or relied upon by K-12 educational institutions; **2)** securing sensitive student and employee records; and **3)** implementing cybersecurity protocols. An overwhelming majority of stakeholders across the educator and administrator communities reported that they had too many responsibilities and not enough time or resources to fulfill them. Most reported that the breadth of available cybersecurity information—news coverage, conference panels, webinars, and more—only made matters more complicated.

Nearly all reported that they needed simplicity, prioritization, and resources targeted to the unique needs and context of K-12 organizations. This report is intended to be a step forward in addressing this call, including by providing clear recommendations and resources to help K-12 organizations most effectively reduce their continuously evolving cybersecurity risks.²

CISA's engagement with the K-12 cybersecurity community does not stop with publication of this report. Going forward, CISA will continue to partner with the K-12 education community, and work with technology providers to encourage provision of free or low-cost security tools and products that are secure by default and design. Cybersecurity is a continuously evolving challenge. This report is only a first step toward an environment in which our nation's schools are secure and resilient against cyber threats. But we must take this step, and take it in partnership, with a whole-of-nation effort to provide K-12 institutions with the support, resources, and clear guidance needed to make crucial progress.

RISKS AND CHALLENGES TO THE K-12 EDUCATION COMMUNITY

According to the U.S. Department of Education, K-12 institutions serve more than 50 million students in the United States. Although the total number of K-12 cybersecurity incidents is impossible to reliably quantify due to a lack of consolidated data, research from federal and private sector sources shows that cyber threats have continued to escalate. From 2018 to the present, schools in most states have reported cyber incidents on their systems. Reported incidents between 2018–2021 have risen from 400 in 2018 to an accumulated total of over 1,300. (Figure 1)³

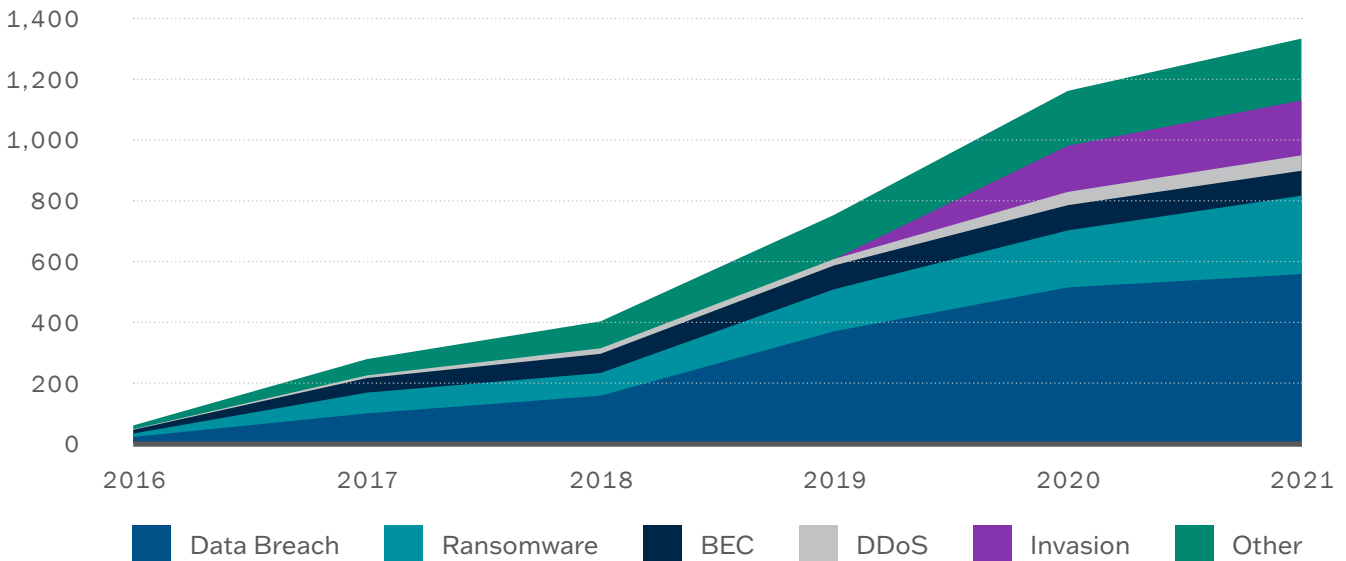


FIGURE 1: NUMBER OF PUBLICLY-DISCLOSED K-12 INCIDENTS BY INCIDENT TYPE: 2016–2021

Malicious cyber actors are targeting school computer systems, disrupting access, and rendering the systems unable to perform basic functions. Moreover, schools, districts, states, and educational technology vendors collect, transmit, and store a range of sensitive information on students and employees including grades, test/assessment scores, addresses, telephone numbers, emails, special education accommodations, disciplinary records, financial information, medical information, and employee Social Security numbers (SSNs). With greater connectivity among these systems and networks, threat actors attack these systems for financial gain, to disrupt classes, or for other potentially destructive purposes.⁴ Notwithstanding this continuous onslaught of intrusions, research

shows that many school districts lack a chief information security officer (CISO) position and the internal expertise to match the many challenges of cybersecurity today.⁵

According to a recent report by the Multi-State Information Sharing and Analysis Center (MS-ISAC), 29 percent of the ISAC’s K-12 school and district members reported being victims of a cyber incident.⁶ Types of incidents included:

- Student data breaches
- Data breaches involving information regarding teachers and school community members
- Ransomware attacks
- Business email compromise (BEC) scams
- Denial of service (DDoS) attacks
- Website and social media defacement
- Online class and school meeting invasions 24



A Government Accountability Office (GAO) report from October of this year found: “From 2018 to the present, schools in most states have reported cyberattacks on their systems. COVID-19 remote learning protocols increased school districts’ usage of IT systems and increased the potential for a cyberattack as threat actors view schools as opportunistic targets.”⁷ More specifically, the report noted cyberattacks on K-12 schools have resulted in:⁸

- **Monetary losses** for targeted schools due to the downtime and resources needed to recover from incidents.
- **Loss of learning** following a cyberattack ranging from three days to three weeks, and full recovery time ranging from two to nine months.

- **Over two million students affected** by ransomware attacks on schools and districts.

Further, data collected by K12 SIX showed that 55 percent of all data breaches at K-12 schools between 2016 and 2021 were carried out on schools’ vendors.⁹ In January 2022, for example, a ransomware attack on a single vendor of website hosting services took down the websites of 5,000 schools across the country, preventing some of them from sending email notifications about school closures due to COVID-19.¹⁰

FEEDBACK FROM STAKEHOLDER ENGAGEMENT

Through our engagement efforts, CISA convened numerous stakeholders to gather insights into current topics of concern in the K-12 community. Across the community, educators expressed a need to understand the breadth of threats. School administrators, superintendents, and others in leadership realize that a general awareness of the cyber threat landscape is required to advance strategy, planning, and resourcing. Leaders also highlighted challenges arising from limited resources and staff, and some highlighted benefits that could be achieved through centralization and pooling of resources. Stakeholders across the K-12 community shared key topics of concern, as described below.

RESOURCE

SHORTAGE OF CYBERSECURITY PROFESSIONALS IN K-12 INSTITUTIONS

Many participants in CISA's listening sessions reflected significant resource and staffing challenges. While physical security investments have significantly increased over the last decade, cybersecurity investment lags behind. Leaders expressed a need for increased cybersecurity budgeting and support mechanisms across the community. In particular, participants stressed that funding must be specifically earmarked for cybersecurity; otherwise, hiring a cybersecurity resource will always compete with hiring a teaching resource or other priorities—particularly challenging in a time when overall budgets in many school districts are increasingly strained.

Participants noted that most districts do not employ full-time cybersecurity personnel, and some smaller school districts may not even employ full-time IT staff.¹¹ Participants further noted that many cybersecurity staff who are currently employed by schools do not have up-to-date training or experience, in part due to limited resources for professional development. If a school is fortunate enough to have a security expert on staff, this individual may not get leadership support to implement critical controls such as multifactor authentication. Participants further observed that many districts experience extreme disparity in talent availability and funding, with a clear divide between larger and smaller districts.

Lack of resources in turn creates challenges in adoption of cybersecurity practices, deciding on appropriate policies, and broadly implementing a strong baseline of defenses. Participants clearly indicated an interest in using an existing framework instead of reinventing new standards, but the lack of cybersecurity expertise in the K-12 community creates challenges planning for and operationalizing necessary technical controls.

Participants specifically expressed concern about controls that are burdensome to implement or have timelines that do not

SIMPLIFY

DESIRE FOR CLEAR, ACTIONABLE GUIDANCE & CYBERSECURITY PLANS FOR READY ADOPTION

address urgent risks. Participants also noted that many school IT personnel grapple with constant stress around the need to keep school IT systems operational while at the same time taking steps to prevent potential cyberattacks. Scarce resources and divided attention underscore the importance of streamlining efforts to mature K-12 organizations' resilience. At the same time, participants also stated the need for K-12 organizations to build mature, enterprise cybersecurity programs over time, including a robust cybersecurity plan aligned to the organizations specific risk and technology environment.

PRIORITIZE

ROLE FOR CENTRALIZED GOVERNANCE IN PLANNING AND ADVISING ON RESOURCE ALLOCATION

Participants repeatedly stressed that recommendations around governance should be prioritized. Differences in governance inform how a state CISO, where one exists, understands their role within the K-12 community. Some participants explained that the equities of the K-12 community can be brought to a convening body, with a broad base of representation from state leadership, large and small school district leadership, rural district leadership, and any regional or state-wide independent bodies. Participants also discussed the role that centralization can play in planning and resourcing, observing that while some states already provide centralized

assistance, in many cases cybersecurity planning and implementation is the domain of individual districts. Additionally, some participants noted the unique importance of centralizing capabilities such as identity and access management, but further noted challenges in implementation due to issues like rapidly provisioning guest accounts for daily school operations (e.g., onboarding parent volunteers). Participants highlighted that centralization may provide an opportunity for scalable progress and suggested development of cybersecurity plans to assist resource-constrained districts with cybersecurity capabilities, technical solution integrations, and standardized resourcing plans.

Many participants echoed concerns over lack of oversight and accountability for cybersecurity affecting K-12 organizations. Some noted that jurisdiction between the state's cybersecurity agency (or agencies) and state education agency is not well articulated. Participants emphasized a need for strong governance models as a foundational capability upon which all other improvements depend. Participants noted that compliance-based audits do not necessarily drive large-scale change or accountability in cases where systems are overwhelmed and under-resourced, but observed that cyber assessments built around accepted security frameworks were nevertheless often useful to highlighting organizational risks. The important role of insurance companies was recognized in uplifting the cybersecurity risk management practices of K-12 organizations by incentivizing control adoption. However, some participants noted that some frameworks used by insurers were not perceived as fully relevant to the K-12 community.

GOVERN

MORE EFFECTIVE OVERSIGHT AND ACCOUNTABILITY

Lastly, participants expressed significant concern about vendor management and contract accountability. Participants observed a current lack of standards and minimal requirements for K-12 vendors and suppliers, including significant variance in organizations' ability to include robust contract language development and appropriate service level agreements (SLAs) to drive vendors to ensure that best practices and lessons learned are followed throughout the duration of the contract. Further, participants noted that if a school district does not have adequate cyber or IT staff, its ability to verify adherence against an SLA is severely limited. While some states have a procurement entity that evaluates and approves cybersecurity and technology services to broader government entities, this process is not consistent across all states, making it very challenging for K-12 leaders to access services with confidence.



RECOMMENDATIONS

Based on feedback from K-12 stakeholders, CISA offers the following recommendations to help K-12 leaders build, operate, and maintain resilient cybersecurity programs.

KEY FINDINGS

AND RECOMMENDATIONS

01

FINDING

With finite resources, K-12 institutions can take a small number of steps to significantly reduce cybersecurity risk.

RECOMMENDATION

Invest in the most impactful security measures and build toward a mature cybersecurity plan by taking these three steps:

- Implement highest priority security controls.
- Prioritize further near-term investments in alignment with the full list of CISA's Cross-Sector Cybersecurity Performance Goals (CPGs).
- Over the long-term, develop a unique cybersecurity plan that leverages the NIST Cybersecurity Framework (CSF).

02

FINDING

Many school districts struggle with insufficient IT resources and cybersecurity capacity.

RECOMMENDATION

Recognize and actively address resource constraints:

- Work with the state planning committee to leverage the State and Local Cybersecurity Grant Program (SLCGP).
- Utilize free or low-cost services to make near-term improvements in resource-constrained environments.
- Expect and call for technology providers to enable strong security controls by default for no additional charge.
- Minimize the burden of security by migrating IT services to more secure cloud versions.

03

FINDING

No K-12 entity can singlehandedly identify and prioritize emerging threats, vulnerabilities, and risks.

RECOMMENDATION

Focus on collaboration and information sharing:

- Join relevant collaboration groups, such as MS-ISAC and K12 SIX.
- Work with other information-sharing organizations, such as fusion centers, state school safety centers, other state and regional agencies, and associations.
- Build a strong and enduring relationship with CISA and FBI regional cybersecurity personnel.

RECOMMENDATION 1:

INVEST IN THE MOST IMPACTFUL SECURITY MEASURES

AND BUILD TOWARD A MATURE CYBERSECURITY PLAN

Cybersecurity is not one size fits all. Schools and their districts have distinct strengths and weaknesses and a wide range of needs. At the same time, there are relatively simple actions that every K-12 organization can take to significantly reduce the risk of a damaging intrusion. To that end, CISA recommends that K-12 entities take a three-step approach, as described below.

FIRST, take a small number of the **highest priority steps**:

1. Implement MFA (Cybersecurity performance goal 1.3). Use MFA,¹² a layered approach to securing online accounts and the data they contain. Even if one factor (such as a user password) becomes compromised, unauthorized users will be unable generally to bypass the second authentication requirement, ultimately stopping them from gaining access to the target accounts. Not all MFA methods provide the same level of protection. Some MFA types are better than others. Phishing-resistant MFA is the standard all leaders should strive for, but any MFA is better than no MFA.¹³

MFA implementation can be challenging. CISA has observed that some organizations have instructed their users to enroll in MFA, but not all users complete that task. There are often MFA gaps for recently onboarded staff and for people who have migrated to a new phone. In addition, the recommended phishing-resistant MFA tools are often available only at an additional cost. Finally, many educational technology applications have their own MFA. Given these challenges, including costs, schools should consider whether their networks might benefit from a comprehensive single sign-on (SSO) solution that centralizes identity and access management (IAM) controls.

Leaders may need to take a phased approach to navigate MFA implementation challenges. While best practices includes implementing MFA wherever possible, some districts who are just starting their MFA journey may first implement MFA on their highest risk systems, such as virtual private networks or student information systems, and high-priority accounts. But it is critical that K-12 institutions complete their MFA journey as quickly as possible. System administrators and all users with elevated privileges should enroll in MFA, preferably phishing-resistant MFA. All K-12 entities should regularly look for accounts that are not protected by MFA and remediate.

2. Fix known security flaws (Cybersecurity Performance Goal 5.1). Many attacks succeed because victims were running vulnerable software when a newer and safer version was available. Keeping systems patched is one of the most cost-effective practices an organization can adopt to enhance its security posture. All K-12 entities should sign up for CISA's free *Vulnerability Scanning*¹⁴ service to receive weekly reports on vulnerabilities accessible via the internet and prioritize fixing vulnerabilities listed in CISA's *Known Exploited Vulnerabilities (KEV) Catalog*.¹⁵

3. Perform and test backups (Cybersecurity Performance Goal 7.3). Many organizations who have fallen victim to damaging intrusions such as ransomware either had no backups or had incomplete/damaged backups. K-12 entities should back up all key systems regularly, and also regularly test partial and full restoration of data. This practice should be documented in a written plan. Backups should be stored offline and disconnected from the network. As part of the entities' governance program, leaders should request and review evidence of the test restoration tasks and workplans to address any gaps found during the restoration exercise.

4. Minimize exposure to common attacks (Cybersecurity Performance Goals 2.1 and 5.4). Many threat actors find vulnerable targets by scanning the internet for exploitable services. K-12 entities should ensure that IT assets accessible via the internet do not expose frequently exploited services. Any exposed system must have strong compensating controls in place and be reviewed as part of the governance program. CISA's *Stuff off Search*¹⁶ page provides additional guidance on this important step. Because attackers frequently compromise Remote Desktop Protocol (RDP) servers, organizations should have their RDP security plan reviewed by both management and outside experts.

5. Develop and exercise a cyber incident response plan (Cybersecurity Performance Goal 7.2). School and district leaders and administrators need to know how to respond to cyber incidents, including how to recover should adverse events occur. Every K-12 organization should establish and regularly exercise a written incident response plan (IRP), which should define what the organization needs to do before, during, and after an actual or potential security incident. It should include roles and responsibilities for all major activities and be approved by the most senior leader of the K-12 organization. Where possible, organization-level IRPs should be integrated into a district's broader emergency operations plan. Successful teams rehearse their plans. Organizations should test their plans by hosting attack simulation exercises with the personnel identified in their IRP. Sometimes called "tabletop exercises" or "TTXs," these simulations allow teams to prepare for the inevitable security incident during peacetime. The lessons learned from these exercises will allow the organization to update and strengthen their IRP as well as their policies, procedures, and even technologies.

6. Create a training and awareness campaign at all levels (Cybersecurity Performance Goal 4.3). The cybersecurity field is not just about technology; it is also about people. Good training focuses on both awareness and enablement. When people on the front lines see something suspicious, do they know how to report it? Do the people who receive the report know how to act appropriately? Investment in training is just as important as investment in cybersecurity capabilities, tools, and solutions. Staff training at all levels is a prerequisite to progress. While leadership, staff, and student time is limited, initiating positive change and driving cyber awareness at all levels is within reach. Free training resources can be curated and administered to build on current training or fill gaps, such as cybersecurity training provided by CISA through the *Federal Virtual Training Environment (FedVTE)*.¹⁷

32



SECOND, prioritize further near-term investments in alignment with the full list of CISA's CPGs,¹⁸ a succinct set of high-priority security outcomes and recommended actions applicable to IT and operational technology environments. By implementing these CPGs, organizations can undertake prioritized and targeted investment to address the most significant cybersecurity risks. Each CPG was selected to **(1)** significantly and directly reduce the risk or impact caused by commonly observed, cross-sector threats and adversary tactics, techniques, and procedures; **(2)** be clear, actionable, and easily definable; and **(3)** be reasonably straightforward and not cost-prohibitive for even small and medium-sized entities to successfully implement. In addition, the CPGs are accompanied by a *CPGs Checklist*¹⁹ that allows organizations to prioritize their utilization of each goal based upon cost, complexity, and impact, making the CPGs uniquely useful for organizations with limited resources. To start, school districts should prioritize high-impact, low-cost CPGs.²⁰ The CPGs will be regularly refreshed and updated, allowing them to be used as a continuously effective resource to drive prioritized investments against the most significant threats and critical risks. In addition, CISA provides a free CPG Assessment that can be administered as a self-assessment or by regional CISA personnel to help an organization identify and prioritize investments toward adoption of the CPGs.

THIRD, develop a unique cybersecurity plan that leverages the NIST Cybersecurity Framework (CSF)²¹ and is tailored around each entity's technology and risk environment to enable continued enterprise maturation and focus awareness, strategy, and resource planning; find gaps; and create opportunities to pool shared resources. CISA's cybersecurity advisors are available to support K-12 entities in developing their cybersecurity plans. The goal of this cybersecurity plan should be to define a target maturity state for the K-12 organization and implement a maturation path in which progress is routinely evaluated to inform further investment. To ensure that their cybersecurity plan remains fit for this purpose, K-12 entities should participate in the free *Nationwide Cybersecurity Review (NCSR)*²², which provides metrics that identify gaps and track progress, as well as access to incident reporting and cybersecurity resources. CISA and MS-ISAC use NCSR anonymized data to better prioritize programs and efforts that support SLTT government partners, including the K-12 community.²³

RECOMMENDATION 2:

RECOGNIZE AND ACTIVELY ADDRESS RESOURCE CONSTRAINTS

Most school districts are doing a lot with a little. There is a clear need for increased cybersecurity budgeting and support mechanisms across the community. This resource shortfall is a major constraint to implementing effective cybersecurity programs across all K-12 entities.

To this end, CISA recommends that K-12 organizations take four key steps:

FIRST, work with state planning committees to leverage the *State and Local Cybersecurity Grant Program (SLCGP)* managed by CISA and the Federal Emergency Management Agency (FEMA). SLCGP will provide grants totaling one billion dollars to U.S. state, local, territorial, and tribal (SLTT) governments over the next four years. The 50 states, five territories, and District of Columbia are eligible to apply via each state/territory/district administrative agency. Participation in the SLCGP requires each state, territory, or district to establish a cybersecurity planning committee that coordinates, develops, and approves a cybersecurity plan, which must include at least one representative from “institutions of public education ... within the jurisdiction of the eligible entity”.²⁴ Leveraging these cybersecurity planning committees can result in improved strategic and resource cyber planning, cyber grant funding proposals, consolidated technical service requests, and information sharing across the K-12 community. K-12 organizations should also

consider leveraging the *Homeland Security Grant Program (HSGP)*²⁵, which dedicates 7.5 percent of funds to support critical infrastructure cybersecurity.

Moreover, as noted in the October 2022 GAO report, the Federal Communications Commission (FCC) provides support to K-12 entities through the schools and libraries universal service support program, commonly known as the E-Rate program.²⁶ This program subsidizes telecom and broadband-related services to and within schools, primarily focusing on basic connectivity but including certain cybersecurity services like basic firewall protection services. In the wake of the recent ransomware attack on the Los Angeles Unified School District,²⁷ a group of stakeholders requested that the FCC expand its cybersecurity support.²⁸ In response to this and other requests, on December 14, 2022, the FCC requested public comment on whether it should permit the use of E-Rate funds to support advanced or next-generation firewalls and services, as well as other cybersecurity services.²⁹

SECOND, *utilize free or low-cost services* to make near-term improvements in resource-constrained environments. For example, CISA has published a *Free Cybersecurity Services and Tools*³⁰ catalog, which provides a one-stop resource for K-12 entities of all sizes to find free public and private sector resources to reduce their cybersecurity risk. This page is frequently updated and an essential starting point for all organizations. Resources on this page are divided into several categories, including **(1)** reducing the likelihood of a damaging cyber incident; **(2)** detecting malicious activity quickly; **(3)** responding effectively to confirmed incidents; and **(4)** maximizing resilience.

THIRD, *ask more of technology providers*. Nearly all K-12 organizations rely on major technology companies for most of their IT functions. K-12 organizations should expect the technology used for core educational functions, like learning management and student administrative systems, to have strong security controls enabled by default for no additional charge. A key example is phishing-resistant MFA: K-12 organizations should demand that all core educational technology products have this critical security control enabled for all administrator accounts at minimum, at no additional cost to the K-12 organization. CISA will work with interested K-12 organizations on a set of expected security controls and secure-by-design attributes critical for all technologies used for high-priority functions.

FOURTH, *minimize the burden of security*. Identity services and mail systems are high-priority targets for attackers. As you consider ways to eliminate on-premises systems, prioritize those. Many K-12 organizations operate their own IT systems, known as “on premises.” Such systems require time to patch, to monitor, and to respond to potential security events. Few K-12 organizations have the resources and expertise to keep them secure. CISA has observed that most smaller organizations across sectors cannot continuously handle the security and time commitments of running on-premises mail and file storage services, for example. K-12 organizations should urgently consider migrating on-premises IT services to the cloud. While it is not possible to categorically state that “the cloud is more secure,” migration to the cloud will be a more secure and resilient option for many K-12 organizations.

RECOMMENDATION 3:

FOCUS ON COLLABORATION AND INFORMATION SHARING

K-12 entities struggle to fund cybersecurity resources while combating continuous threats. Situational awareness into changes in the risk environment is critical to ensure that resources are allocated to the most effective security mitigations and controls.

To achieve this, all K-12 organizations should participate in information-sharing forums such as MS-ISAC and K12 SIX, and consider working with other information-sharing organizations, such as fusion centers, state school safety centers, and other state and regional agencies. MS-ISAC membership offers unique opportunities. Registration enables reporting as well as data and information sharing. In addition, MS-ISAC K-12 community members receive critical alerts on current threats, risks, and vulnerabilities; free cyber tools, resources, and services; and 24/7 access to assistance that includes threat incident analysis, mitigation, and remediation.

K-12 organizations also should establish a relationship with their regional CISA cybersecurity advisor and local FBI field office. This will open lines of communication on evolving threats and risks and ensure prompt provision of U.S. government assistance to prevent and, where needed, respond to cybersecurity risks.³¹ It is critical that K-12 organizations report every cyber intrusion to the U.S. government, every time. Reporting incidents allows CISA and our partners to offer incident response assistance, identify information that can be shared to help protect other potential victims, and better understand our adversary to develop more effective guidance and help law enforcement partners identify perpetrators. Any organization can report a cyber incident through the *Report to CISA* webpage,³² and the FBI encourages internet crime victims to report to the Internet Crime Complaint Center.³³



CONCLUSION

The education sector is foundational to U.S. strength and prosperity, but it is under unprecedented risk. Now more than ever, cyber actors are targeting our nation's education system and increased cybersecurity demands add strain to school districts that are already doing so much.

K-12 stakeholders and education sector partners informed and shaped this report, and we are grateful for the thoughts and expertise shared by those “on the ground.” We learned that what the sector needs most is resources, **simplicity**, and **prioritization**. Accordingly, this report strives to cut through the noise and offer clear steps that are prioritized to help K-12 organizations implement the most effective cybersecurity controls first. Going forward, we will continue to work with the K-12 community, as well as other SLTT organizations, federal partners, and the private sector, to further improve CISA's support to the education sector.

ACKNOWLEDGEMENTS

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Council of Great City Schools

Information Technology Sector Coordinating Council

National Association of State Chief Information Officers

Consortium for School Networking

(ISC)²

National Association of Elementary School Principals

U.S. Department of Education

K12 Security Information eXchange (K12 SIX)

National Association of Secondary School Principals

Federal Bureau of Investigation

Michigan Department of Technology Management and Budget

Palo Alto Unified School District

Federal Communications Commission

Multi-State Information Sharing and Analysis Center

State Educational Technology Directors Association

Texas School Safety Center



APPENDIX 1:

K-12 RESOURCE REPOSITORY

**FEDERALLY SUPPORTED RESOURCES
ORGANIZED IN SUPPORT OF
EACH REPORT RECOMMENDATION.**

APPENDIX 1:
K-12 RESOURCE REPOSITORY

RECOMMENDATION 1 || Invest in the Most Impactful Security Measures and Build Toward a Cybersecurity Plan

[Multifactor Authentication](#), CISA
[Phishing-Resistant MFA Fact Sheet](#), CISA
[Cyber Hygiene Services](#), CISA
[Known Exploited Vulnerabilities Catalog](#), CISA
[Get Your Stuff Off Search](#), CISA
[Cross-Sector Cybersecurity Performance Goals](#), CISA
[CPGs Checklist](#), CISA
[Nationwide Cybersecurity Review \(NCSR\)](#), CISA
[Cybersecurity Framework](#), NIST
[Cybersecurity Considerations for K-12 Schools and School Districts, Readiness and Emergency Management for Schools \(REMS-TA\)](#)
[Ransomware Guide \(September 2020\)](#), CISA
[K12 SIX Essential Cyber Incident Response Runbook \(June 22, 2022\)](#), K12 SIX
[State Cybersecurity Best Practices Incident Response Plan \(Fall 2022\)](#), State Educational Technology Directors Association

RECOMMENDATION 2 || Recognize and Actively Address Resource Constraints

[Free Cybersecurity Services and Tools](#), CISA
[FY22 State and Local Cybersecurity Grant Program Fact Sheet](#), CISA
[State and Local Cybersecurity Grant Program Frequently Asked Questions](#), CISA

[Homeland Security Grant Program](#), FEMA
[Homeland Security Grant Program \(HSGP\) Application Process](#), FEMA

RECOMMENDATION 3 || Focus on Collaboration and Information Sharing

[Join MS-ISAC—Free for U.S. State, Local, Tribal & Territorial Government Entities](#), Center for Internet Security (CIS)
[Report to CISA](#), CISA
[Internet Crime Complaint Center \(IC3\)](#), FBI

TRAINING FOR K-12 STUDENTS AND EDUCATORS:

[Federal Virtual Training Environment \(FedVTE\) Public Courses](#)
[Foundations of Cybersecurity for Managers, National Initiative for Cybersecurity Careers and Studies \(NICCS\)](#)
[Fundamentals of Cyber Risk Management](#), NICCS
[Don't Wake Up to a Ransomware Attack](#), NICCS
[SchoolSafety.gov Cybersecurity Topic Page](#)
[Cybersecurity Training and Exercises](#), CISA
[NICCS Education and Training Catalog](#)
[CETAP Cyber Safety Videos](#), Cyber.org and CISA Counselors
[Cybersecurity Considerations for K-12 Schools and School Districts](#), REMS-TA Center
[The Largest Cybersecurity Hacking Competition](#)

APPENDIX 2:

KEY SOURCES

APPENDIX 2: KEY SOURCES

Cyber Actors Target K-12 Distance Learning Education to Cause Disruptions and Steal Data

Joint Cybersecurity Advisory from CISA, FBI, and MS-ISAC (December 2020)

The FBI, CISA, and MS-ISAC assess malicious cyber actors are targeting kindergarten through 12th grade (K-12) educational institutions, leading to ransomware attacks, the theft of data, and the disruption of distance learning services. Cyber actors likely view schools as targets of opportunity, and these types of attacks are expected to continue through the 2020/2021 academic year. These

issues will be particularly challenging for K-12 schools that face resource limitations; therefore, educational leadership, information technology personnel, and security personnel will need to balance this risk when determining their cybersecurity investments.

In these attacks, malicious cyber actors target school computer systems, slowing access, and—in some instances—rendering the systems inaccessible for basic functions, including distance learning. Adopting tactics previously leveraged against business and industry, ransomware actors have also stolen—and threatened to leak—confidential student data to the public unless institutions pay a ransom.

Cyber Threats to K-12 Remote Learning Education

(December 2020)

The Cybersecurity and Infrastructure Security Agency (CISA) has seen an increase in malicious activity with ransomware attacks against K-12 educational institutions. Malicious cyber actors are targeting school computer systems, slowing access, and

rendering the systems inaccessible to basic functions, including remote learning. In some instances, ransomware actors stole and threatened to leak confidential student data unless institutions paid a ransom.

Additionally, this report covers common cyber terms and concerns along with general cybersecurity best practices, video conferencing best practices, and information resources.

Cybersecurity Recommendations for K-12 Schools Using Video Conferencing Tools and Online Platforms – Fact Sheet

(May 13, 2020)

K-12 school districts are increasingly incorporating distance learning tools as a means of delivering curricula. Advances in information technology as the increased availability of video conferencing software and video conferencing capabilities incorporated

into other products have rapidly made distance learning more feasible. However, schools and school districts must balance the convenience, usability, speed, and stability of these platforms with increasing risks to both school IT networks and individual users.

Additionally, this report covers additional threat vectors, to include nation-state, insiders, and criminal organizations. Further, this product provides recommended security practices for K-12 organizations.

APPENDIX 2: KEY SOURCES

Stop Ransomware: K-12 Resources— **CISA Webpage** (January 2021)

This webpage was created in January 2021, in response to the rise in malicious activity with ransomware attacks against K-12 educational institutions since the onset of COVID-19 and the increase in remote learning.

Additionally, this webpage provides information for the “reduce the risk of ransomware campaign,” “ransomware reference materials to K-12 school and school district IT staff,” “ransomware reference materials for parents, teachers, and school administrators,” and “ransomware reference materials for students.”

MS-ISAC and CISA—Ransomware Guide (September 2020)

On September 30, 2020, a joint Ransomware Guide was released, which is a customer centered, one-stop resource with best practices and ways to prevent, protect and/or respond to a ransomware attack. CISA and

MS-ISAC are distributing this guide to inform and enhance network defense and reduce exposure to a ransomware attack:

This Ransomware Guide includes two resources:

- *Part 1: Ransomware Prevention Best Practices*
- *Part 2: Ransomware Response Checklist*

K-12 Education Leaders’ Guide to **Ransomware: Prevention, Response, and** **Recovery Webinar (1 hour)** (March 2021)

The K-12 Education Leaders’ Guide to Ransomware: Prevention, Response, and

Recovery Webinar, hosted by CISA and the National Cyber Security Alliance (NCSA), focuses on the steps K-12 schools can take to prevent (before), respond to (during), and recover from (after) ransomware attacks, as well as free services that administrators can utilize to protect their schools.

#StopRansomware: Vice Society (Sept. 7, 2022) Joint Cybersecurity Advisory from CISA, FBI, and MS-ISAC

Over the past several years, the education sector, especially kindergarten through twelfth grade (K-12) institutions, have been a frequent target of ransomware attacks. Impacts from these attacks have ranged from restricted access to networks and data, delayed exams, canceled school days, and unauthorized access to and theft of personal information

regarding students and staff. The FBI, CISA, and the MS-ISAC anticipate attacks may increase as the 2022/2023 school year begins and criminal ransomware groups perceive opportunities for successful attacks. School districts with limited cybersecurity capabilities and constrained resources are often the most vulnerable; however, the opportunistic targeting often seen with cyber criminals can still put school districts with robust cybersecurity programs at risk. K-12 institutions may be seen as particularly lucrative targets due to the amount of sensitive student data accessible through school systems or their managed service providers.

FOOTNOTES

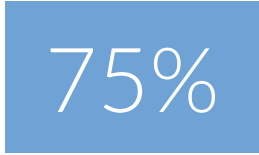
- ¹ Alert (AA22-249A) #StopRansomware: Vice Society,” Cybersecurity and Infrastructure Security Agency, last modified September 8, 2022, <https://www.cisa.gov/uscert/ncas/alerts/aa22-249a>.
- ² The information in this report is being provided “as is” for INFORMATIONAL PURPOSES ONLY. CISA does not endorse any commercial product or service, including any subjects of analysis. Any reference to specific commercial entities or commercial products, processes, or services by service mark, trademark, manufacturer, or otherwise, does not constitute or imply endorsement, recommendation, or favoritism by CISA.
- ³ Levin, Douglas A. (2022). “The State of K–12 Cybersecurity: Year in Review, 2022 Annual Report,” K12 Security Information Exchange, accessed December 5, 2022, <https://www.k12six.org/the-report>.
- ⁴ “Data Security: Recent K–12 Data Breaches Show That Students Are Vulnerable to Harm,” GAO, GAO-20-644 (Washington, D.C.: Sept. 15, 2020), accessed December 5, 2022, <https://www.gao.gov/products/gao-20-644>.
- ⁵ “The Tsunami Threat of K–12 Cybersecurity,” The Consortium for School Networking (CoSN), accessed December 5, 2022, <https://www.cosn.org/the-tsunami-threat-of-K-12-cybersecurity/>.
- ⁶ “New MS-ISAC Report Details Cybersecurity Challenges of K–12 Schools,” Center for Internet Security, accessed December 5, 2022, <https://www.cisecurity.org/about-us/media/press-release/new-ms-isac-report-details-cybersecurity-challenges-of-K-12-schools>.
- ⁷ “Critical Infrastructure Protection: Additional Federal Coordination Is Needed to Enhance K–12 Cybersecurity,” GAO, GAO-23-105480 (Washington, D.C.: October 2022), accessed December 5, 2022, <https://www.gao.gov/assets/gao-23-105480.pdf>
- ⁸ Ibid.
- ⁹ Levin, Douglas A. (2022). “The State of K–12 Cybersecurity: Year in Review, 2022 Annual Report,” K12 Security Information Exchange, accessed December 5, 2022, <https://www.k12six.org/the-report>.
- ¹⁰ “Finalsite ransomware attack forces 5,000 school websites offline,” TechCrunch, accessed December 5, 2022, <https://techcrunch.com/2022/01/07/finalsite-ransomware-school-websites-offline/>.
- ¹¹ “2022 CoSN EdTech Leadership Survey Report,” CoSN, accessed on December 13, 2022, <https://www.cosn.org/edtech-topics/state-of-edtech-leadership/>.
- ¹² “Multifactor Authentication,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/mfa>.
- ¹³ For a description of implementing phishing-resistant MFA, see <https://www.cisa.gov/sites/default/files/publications/fact-sheet-implementing-phishing-resistant-mfa-508c.pdf>.
- ¹⁴ “Cyber Hygiene Services,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/cyber-hygiene-services>.
- ¹⁵ “Known Exploited Vulnerabilities Catalog,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/known-exploited-vulnerabilities-catalog>.
- ¹⁶ “Get Your Stuff Off Search,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/publication/stuff-off-search>.

FOOTNOTES

- ¹⁷ Private sector entities, including Amazon, CYBER.ORG, and the SANS Institute, also offer free training. Each K-12 organization should assess its training needs and take full advantage of the breadth of available free resources.
- ¹⁸ “Cross-Sector Cybersecurity Performance Goals,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/cpg>.
- ¹⁹ Cybersecurity and Infrastructure Security Agency, CPGs Checklist, October 26, 2022, https://www.cisa.gov/sites/default/files/publications/CISA_CPG_CHECKLIST_508c.pdf.
- ²⁰ “Cross-Sector Cybersecurity Performance Goals,” Cybersecurity and Infrastructure Security Agency, accessed November 30, 2022, <https://www.cisa.gov/cpg>.
- ²¹ “Cybersecurity Framework,” National Institute for Standards and Technology, accessed December 5, 2022, <https://www.nist.gov/cyberframework>.
- ²² “Nationwide Cybersecurity Review (NCSR),” Center for Internet Security, accessed November 30, 2022, <https://www.cisecurity.org/ms-isac/services/ncsr>.
- ²³ Ibid.
- ²⁴ “State and Local Cybersecurity Grant Program Frequently Asked Questions,” Cybersecurity and Infrastructure Security Agency, accessed November 30, 2022, <https://www.cisa.gov/cybergrants-faq>.
- ²⁵ “Homeland Security Grant Program,” Federal Emergency Management Agency, accessed November 30, 2022, <https://www.fema.gov/grants/preparedness/homeland-security>.
- ²⁶ “Critical Infrastructure Protection: Additional Federal Coordination Is Needed to Enhance K-12 Cybersecurity,” GAO, GAO-23-105480 at 7 (Washington, D.C.: October 2022).
- ²⁷ Associated Press, “A Cyberattack Hits the Los Angeles School District, Raising Alarm Across the Country,” (Sept. 7, 2022), accessed December 9, 2022, <https://www.npr.org/2022/09/07/1121422336/a-cyberattack-hits-the-los-angeles-school-district-raising-alarm-across-the-coun>.
- ²⁸ Letter from Local Educational Agencies and Organizations to FCC Chairwoman Jessica Rosenworcel et al., (Sept. 21, 2022), accessed December 9, 2022, <https://www.fcc.gov/ecfs/document/10922246829893/1>.
- ²⁹ *Wireline Competition Bureau Seeks Comment on Requests to Allow the Use of E-Rate Funds for Advanced or Next-Generation Firewalls and other Network Security Services*, WC Docket No. 13-184, Public Notice, DA 22-1315, at Appendix A (rel. WCB Dec. 14, 2022), <https://www.fcc.gov/document/wcb-seeks-comment-e-rate-eligibility-advanced-firewalls>.
- ³⁰ “Free Cybersecurity Services and Tools,” Cybersecurity and Infrastructure Security Agency, accessed November 30, 2022, <https://www.cisa.gov/free-cybersecurity-services-and-tools>.
- ³¹ For information about CISA’s regional cybersecurity personnel, see www.cisa.gov/cisa-regions.
- ³² “Report to CISA,” Cybersecurity and Infrastructure Security Agency, accessed December 5, 2022, <https://www.cisa.gov/report>.
- ³³ To file a complaint with the Internet Crime Complaint Center, see <https://www.ic3.gov/>.



Coverage Score



Detected Ports

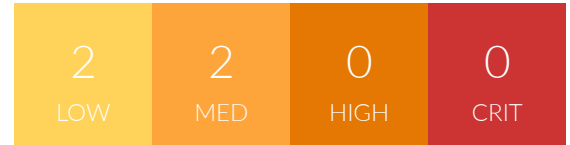
Services in your network that are visible to the Internet.

16



Vulnerabilities

Outstanding security risks identified by Arctic Wolf external scanning.



Observations

Number of data points ingested by the sensor.

1.27 G



Investigations

Number of potential incidents that were examined from your environment.

35



Reported Incidents

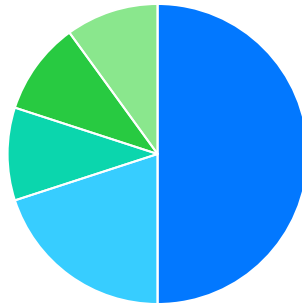
Security incidents that were brought to your attention.

10



Reported Incident Breakdown

- Firewall Change (5)
- 3rd Party Breach (2)
- Individual Admin Account Lockout (1)
- AD Security Group Additions (1)
- Sysmon File Event (1)



Transportation Report March 2023 Activities

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

Latest update on the new buses - First one is done and in our possession. Second one is still in progress.

The transition to “Student Transportation” formerly Traversa for routing has been going through the training stages and will be completed this month after which we will transition over. Our department continues to navigate daily changes in routing per school requests in the older software.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are not getting applicants for the open positions
- I have one driver that went through training at an amazing pace and is now licensed and driving. Unfortunately, we had a driver resign so we are still 5 drivers short.
- We did hire a bus helper though and she has been a big help.
- We have a new assistant supervisor starting this month which should help the department move forward

Bus Maintenance

- Scheduled maintenance is mostly caught up at this time
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 94,000 (goal is 50,000 – 60,000).

We are doing everything we can to keep up with the demands of routing and bussing students and we are managing with the current staff. Everyone is getting tired due to the long hours every day. I continue to assure them we will get through this together as a team.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Lakewood ES	Krista Olek	In-Kind		
Lakewood ES	Prime Appliance, Inc (Jon Mertz)	In-Kind		Free standing range, cords, delivery & recycling of old appliance
Lester Park ES	Lester Park Foundation	\$36,698.60	For the Lu Uno Gen 2 (interactive projector screen)	I will email Brett the Quote that has already gone through Bart Smith (He sent it to us Dec 2022)
Lincoln Park MS	Irving Community Association	\$1,000.00	6th grade Math Masters Team	
Lincoln Park MS	Christine Good	In-Kind		Donated mittens, gloves, & scarves
Lincoln Park MS	Two Creative LLC, DBA Siiviis	\$224.40	Art Club - Chrissy Valento	Terry McCarthy/Siiviis Gallery Donation to LPMS Art Club
Facilities Maintenance & Operations Department	Salvation Army Thrift Store - ISD709 Bridge Program	In-Kind		The Bridge Program shared a donation from the Salvation Army that closed recently of 35 Ergodyne quilted bomber safety jackets in bright orange and yellow with the staff in our Maintenance and Operations Staff which will help keep them safe with highly visible colors. These are new in the box jackets that retail for around \$53.00 each for a total In Kind donation value of \$1,855.00. We are extremely grateful to Christine "Lisa" Post for reaching out to us with this thoughtful donation.
Facilities Maintenance & Operations Department	Salvation Army Thrift Store and ISD 709 Bridge Program	In-Kind		The ISD 709 Bridge Program shared a donation of Ergodyne quilted winter bomber jackets with the staff in our Maintenance and Operations department. 5 48 additional jackets that retail for

				\$53.00 were donated for an In Kind value of \$265.00. The bright yellow and orange colors will help keep our staff safe as they work outside and we are grateful to Christine "Lisa" Post and her students for their gracious donation!
Duluth Public Schools	Sarah & Scott Mikesell	\$50.00	Unity in Our Community Event	

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Duluth Superior Area Community Foundation	London Goode	Lowell Elementary	\$1300	BreakOut EDU
Duluth Superior Area Community Foundation	Jessica Forsman	East High School	\$1875	Classroom/Office Claiming and Coping Corners
Duluth Superior Area Community Foundation	Christina Boynton	Piedmont Elementary	\$500	Collaborative SEL Artwork
Duluth Superior Area Community Foundation	Erika Drenkler	Laura MacArthur Elementary	\$1260	Complete the Ski Set
Duluth Superior Area Community Foundation	Tiffany Benoit	Lowell Elementary	\$1330	Cribbage Project, Positive Rewards and Math Tools
Duluth Superior Area Community Foundation	Sophia Spehar	East High School	\$2000	Drawing and Painting Curriculum Development
Duluth Superior Area Community Foundation	Kalina Pavlisich	Laura MacArthur Elementary	\$1548	Field Guides for 5 th Graders

Duluth Superior Area Community Foundation	Colleen Moran	Lakewood Elementary	\$955	Flexible Seating for Learning
Duluth Superior Area Community Foundation	Danielle Smilanich	Ordean East Middle School	\$1952	GPS in the Classroom
Duluth Superior Area Community Foundation	Kimberley Miller	Myers-Wilkins Elementary	\$1000	Hands On Learning Center
Duluth Superior Area Community Foundation	Linda Puglisi	Stowe Elementary	\$4399	Heart Health for All
Duluth Superior Area Community Foundation	Abigail Burritt	East High School	\$775	Math Manipulatives
Duluth Superior Area Community Foundation	Caroline Sorensen	East High School	\$1696	Modem Scientific Upgrade of Laboratory Equipment
Duluth Superior Area Community Foundation	Sonja Hakanson	East High School	\$2000	Outdoor Gear for School Forest
Duluth Superior Area Community Foundation	Kelly Dupre	Lakewood Elementary	\$1044	PBIS Large Group PAW Power Incentive Programs
Duluth Superior Area Community Foundation	Jennifer Bobbe	Piedmont Elementary	\$2502	Piedmont Panthers Are On the Road to Regulation!
Duluth Superior Area Community Foundation	Susan Bachinski	Stowe Elementary	\$1418.49	Self-guided Digital Learning/Enrichment
Duluth Superior Area Community Foundation	Ashley Schneider	Laura MacArthur Elementary	\$1540	Setting 3 Sensory
Duluth Superior Area Community Foundation	Rebecca Manoppo	Laura MacArthur Elementary	\$876	Special Education SEL

Duluth Superior Area Community Foundation	Lisa Butche	Homecroft Elementary	\$2000	Student Sounds Kits
Duluth Superior Area Community Foundation	Annette Petersmeyer	Rockridge Elementary	\$1500	Students Growing Together
Duluth Superior Area Community Foundation	Kimberly Boitz	Laura MacArthur Elementary	\$1100	Training Wheels for Adapted Bikes
PBIS	Rachel Thapa	Lincoln Park Middle School	\$1000	Shirts and Supplied for the School

HUMAN RESOURCES ACTION ITEMS FOR: April 25, 2023

CERT APPOINTMENT

AHO, TERESA J
BABINEAU, BENJAMIN R
MARKOVICH, HEATHER D
PETERSON, CARTER C
STRANDEMO, JAMIE L

POSITION

TEMP CO ORCHESTRA TEACHER/ORDEAN EAST, (BA) STEP 8
SPEC ED ASD TEACHER/ORDEAN, (BA) STEP 3
TEMP SPEC ED SOCIAL WORKER/DW, (MA+30), STEP 8
PHY ED TEACHER/ ORDEAN, (BA+45) STEP 1, A. KENOW
SCIENCE TCHR/LINCOLN PARK, (MA) STEP 1, E. DELFOSSE

EFFECTIVE DATES

3/10/2023
3/3/2023
03/13/2023
03/07/2023
03/07/2023

CERT LEAVE OF ABSENCE

ARNESON, DANIELLE B
CHESELSKI, PENNY L
SILJENDAHL, EMILY A
STARIHA, KRISTENE A
TAALLERUD, MARY S

POSITION

SCHOOL NURSE/DISTRICT WIDE
SPED RESOURCE TEACHER/DENFELD
PRE-KINDERGARTEN/LAURA MACARTHUR
GRADE 3/PIEDMONT
GRADE 6 TEACHER/ORDEAN EAST

EFFECTIVE DATES

03/20/2023 06/09/2023
03/23/2023
02/27/2023 06/09/2023
08/29/2023 6/7/2024
08/28/2023 6/7/2024

CERT RETIREMENT

RODD, RONI M

POSITION

SPED PHYSICAL THERAPY TEACHER

EFFECTIVE DATES

9/15/2023

CERT DEMOTION

BOBBE, JENNIFER

POSITION

PRINCIPAL/PIEDMONT

EFFECTIVE DATES

07/01/2023

NON CERT APPOINTMENT

AIPOALANI, SHARON K
BALLAVANCE, LUKAS T
BEHREND, FREDERICK G
BROWN, SHANNON K
DEGRAEF, JEREMY J
FLORESTANO, MARIA A
HOLLIDAY, COLLEEN C
JOHANSON, KATHRYN S
JURICH, NICOLA A
LAQUALIA, LAURIE A
MATTILA-SWOR, DANA P
RATAJEK, GINA M
SCHNELL, KELSEY C
SMITH, JESSICA D

POSITION

SPEC ED PARA/PIEDMONT, 31.25/38WKS, \$18.74/HR
CUSTODIAN FLOAT/DW, 40/52WKS, \$17.15/HR
CUSTODIAN FLOAT/DW, 40/52WKS, \$16.15/HR
EXECUTIVE ASST/UHG, 40/52 WKS, \$22.17/HR
ASST MANAGER FACILITIES/UHG, 40/52WKS, \$1,555/WK
SUPERVISORY PARA/DENFELD, 32.5/38WKS, \$18.16/HR
OFFICE SUPPORT SPEC/EAST, 13/40WKS, \$18.16/HR
CUSTODIAN 1 FLOAT/DW, 40/52 WKS, \$16.15/HR
SUPERVISORY PARA/DENFELD, 30/38WKS, \$16.18/HR
OFFICE SUPPORT SPEC/EAST, 13/40WKS, \$18.16/HR
SPEC ED PARA/ROCKRIDGE, 31.25/38WKS, \$20.12/HR
BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$20.61/HR
SPEC ED PARA/MERRITT CREEK, 31.25/38WKS, \$17.77/HR
BUS HELPER/TRANSPORTATION, 25/38WKS, \$15.07/HR

EFFECTIVE DATES

03/06/2023
02/08/2023
02/21/2023
03/13/2023
02/13/2023
03/13/2023
03/20/2023
04/03/2023
03/13/2023
03/20/2023
04/25/2023
02/27/2023
02/27/2023
03/31/2023

NON CERT RESIGNATION

CARLSON, LYNN R
FRENCH, BRENDAN A
HILL, KRISTA R
MCNEAL, GILLIAN

POSITION

OFFICE SUPPORT SPECIALIST/EAST HS
ASSISTANT SUPERVISOR TRANSPORTATION
SPED PARA/DENFELD
OFFICE SUPPORT SPECIALIST/DENFELD

EFFECTIVE DATES

06/23/2023
03/07/2023
04/05/2023
03/31/2023

NON CERT LEAVE OF ABSENCE

BANICKI, NANETTE S
BOVARD, KAYLEE K
LAURION, ASHLEY L

POSITION

CHILD NUTRITION/DENFELD/
PARA/OUT OF STATE
OFFICE SUPPORT SPEC/EAST HS

EFFECTIVE DATES

04/03/2023 04/07/2023
04/17/2023 04/17/2023
04/10/2023 04/14/2023

NON CERT RETIREMENT

SWEARENGIN, SANDRA J

POSITION

NUTRITIONAL SERVICE ASSISTANT/LESTER PARK

EFFECTIVE DATES

6/9/2023

NON CERT PROMOTION

RAWLYK, EILEEN C
VIETHS, BRENDA K

POSITION

EXECUTIVE ASST/UHG, 40/52WKS, \$22.03/HR
SPECIAL ED BUSINESS MGR/UHG, \$1200/WK, A.SEPP

EFFECTIVE DATES

3/27/2023
3/6/2023

UTILITYPERSON II

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

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

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

UTILITYPERSON II

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

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

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

Certification or Licensing Requirements (prior to job entry):
 Valid Minnesota CDL Class B Driver’s License (and knowledge test passed to remove air brake restriction).

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

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

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

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

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

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

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

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

4.11.23

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

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

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



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

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

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

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

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

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

**Fundraisers Reported
March 2023**

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

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

March 23, 2023

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

RE: Quote #4382 Flooring Installation Labor

Dear Mr. Severin:

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

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

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

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

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **QUOTE #4382 Flooring Installation Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$8,495.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Johnson's Carpet One, 5611 Grand Avenue, Duluth, MN 55807.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

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

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

DocuSigned by:

71EC91249687423 3/23/2023

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/379	350	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

9B4602F1461A4BB... 4/12/2023

CFO / Superintendent of Schools / Board Chair Date

March 23, 2023

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

RE: Bid #1312 Roofing Labor

Dear Mr. Kuettel:

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

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

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

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

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

This Contract consists of the following:

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to A.W. Kuettel & Sons, Inc, 3930 Airport Boulevard, Duluth, MN 55811

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations


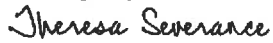
21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/383	350	000

Check if the contract will be paid using Student Activity Funds

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

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

March 23, 2023

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

RE: Bid #1314 Plumbing Labor

Dear Mr. Bronson:

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

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

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

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

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and The Jamar Company, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **BID #1314 Plumbing Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$62,000.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

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

The Jamar Company Signature SSN/Tax ID Number Date

DocuSigned by:

 71EC91240687423 3/23/2023

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/381	350	000
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Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

 9B4602F1461A4BB 4/12/2023

CFO / Superintendent of Schools / Board Chair Date

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

MEMORANDUM

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

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

One response was received from Upper Lakes Food.

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

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

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

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pan O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1304 - Bakery Products per specifications and the response provided to the Bid.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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

Cathy Holman
 Program Director 3-28-23
 Date

Ernie Zurch 3.28.23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

PAN-O-GOLD

Baking Co.
ST. CLOUD OFFICE

3/27/2023

To: Cathy Holman
Duluth Schools

From: Mark Ubl

Signature:

Subject: 2023-24 Bread Bid

Hi Cathy,

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

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

Thank you

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



ISD #709
Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
March 2023

Project(s) Address: 730 E Central Entrance, Duluth, MN 55802

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - Outstanding items continue to be addressed in order to receive the final Certificate of Occupancy.
- The Public Roadway/DSC/Transportation project construction progress:
 - Interior windows have been installed at the DSC building.
 - Interior ceiling grid continued at the DSC building.
 - 2nd level ceiling grid installation was completed.
 - Ceiling tile installation is in progress.
 - 1st level ACT installation continues, in readied areas.
 - Drywall installation continued at the DSC building.
 - 2nd level is completely drywalled and painting is substantially completed in all areas.
 - 1st level drywall installation continue, in lobby area.
 - Office areas have been painted.
 - Furniture move-in and install commenced at the DSC building.
 - 2nd level casework installation is completed at the DSC building.
 - 1st level continues.
 - Light panel installation in ceiling grid continued at the DSC building, in misc. areas.
 - 2nd level carpet tile installation is substantially completed.
 - 1st level is in progress.
 - Ceramic tile installation was completed in all bathrooms at the DSC building.
 - A punchlist was performed at the 2nd level offices.
 - Painting commenced in area A offices.
 - Interior door frames have been installed at the Transportation building.
 - Continued in-wall device installation at Transportation building.
 - Interior glazing installation continues at Transportation building.
- Demolition of Central High School:
 - Demolition has completed.
 - Once the snow melts, final clean-up will commence.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:

- i. The outstanding items are expected to be addressed in order to receive the final C of O certificate in hand.

- b. DSC/Transportation/Roadways:
 - i. Painting to be completed throughout.
 - ii. Lighting installation to be substantially completed at the DSC building.
 - iii. HVAC duct installation to be completed throughout at the DSC building.
 - iv. Miscellaneous fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
 - v. 1st level finishing floor to be completed.
 - vi. Casework installation to be completed on 1st level at the DSC building.
 - vii. Interior window installation to continue at the Transportation building.
 - viii. DSC Furniture to continue to be installed at DSC building.
 - ix. Ceiling grid to be completed throughout at the DSC building.
 - 1. Ceiling tile installation to be completed on 1st level.
 - x. Floor finishes to be substantially completed throughout at DSC building.
 - xi. Wall painting to continue in readied areas at the Transportation building.
 - xii. MEP rough-ins to continue at Transportation building.
 - xiii. The remaining punchlist to be coordinated and issued.

- c. Demolition of Central High School:
 - i. Final clean-up to take place once snow melts.



Description

2nd Level Furniture Move-In Commenced -DSC

Taken Date

03/29/2023 at 09:49 am

Uploaded By

Jason Johnson

Upload Date

03/29/2023 at 09:50 am

File Name

7DBB2905-2DAD-4C11-967F-468...



Description

2nd Level Casework Installation - DSC

Taken Date

03/27/2023 at 10:13 am

Uploaded By

Nathan Norton

Upload Date

03/27/2023 at 10:14 am

File Name

B98A7AE3-A09B-4980-8117-2AFE...



Description

2nd Level Casework Installation - DSC

Taken Date

03/27/2023 at 10:19 am

Uploaded By

Nathan Norton

Upload Date

03/27/2023 at 10:20 am

File Name

A8E6E89F-B660-4016-97A2-51A5...



Description

Bathroom Accessories Installation - DSC

Taken Date

03/22/2023 at 02:59 pm

Uploaded By

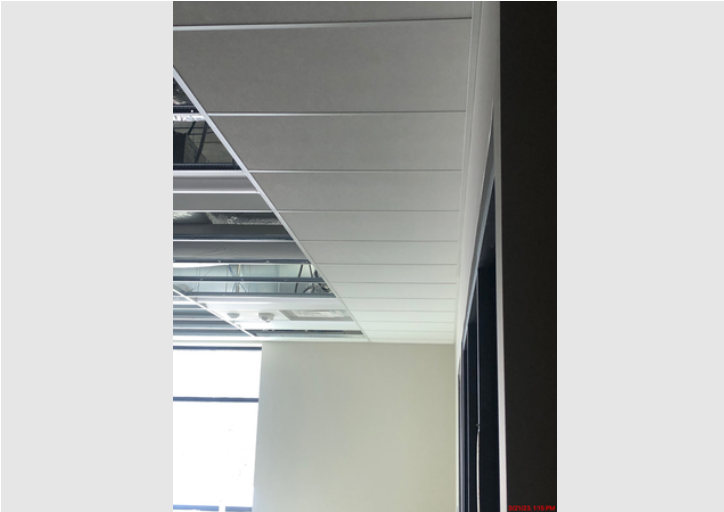
Jason Johnson

Upload Date

03/22/2023 at 03:00 pm

File Name

3917149B-F7D0-4684-B066-C7A...



Description

Ceiling Tile Installation - DSC

Taken Date

03/21/2023 at 01:15 pm

Uploaded By

Jason Johnson

Upload Date

03/21/2023 at 01:16 pm

File Name

3BEA129E-E73D-41A8-A7AB-5ED...



Description

Fintube Installation - DSC

Taken Date

03/14/2023 at 11:30 am

Uploaded By

Jason Johnson

Upload Date

03/14/2023 at 11:30 am

File Name

8F121945-3E14-4ECE-ABCA-20FC...



Description

2nd Level Carpet Tile Installation - DSC

Taken Date

03/17/2023 at 10:27 am

Uploaded By

Jason Johnson

Upload Date

03/17/2023 at 10:30 am

File Name

9FE6CD03-E95D-4AB8-A307-4C4...



Description

Painted Wash Bay - Transportation

Taken Date

03/03/2023 at 04:13 pm

Uploaded By

Jason Johnson

Upload Date

03/03/2023 at 04:16 pm

File Name

1B0C5E06-7E73-4F71-9D58-6635...

ICS



Description

Old Central HS Demo

Taken Date

03/09/2023 at 01:28 pm

Uploaded By

Jason Johnson

Upload Date

03/09/2023 at 01:28 pm

File Name

A5C3B799-4F4F-4CE2-A565-422F...



Description

Old Central HS Demo

Taken Date

03/09/2023 at 01:28 pm

Uploaded By

Jason Johnson

Upload Date

03/09/2023 at 01:28 pm

File Name

BE92F88B-2EB1-4205-BD76-1E7...



Description

Old Central HS Demo

Taken Date

03/08/2023 at 10:18 am

Uploaded By

Jason Johnson

Upload Date

03/08/2023 at 10:18 am

File Name

24067324-1DBF-4E8F-BBFB-C3B...



Description

Old Central HS Demo

Taken Date

03/08/2023 at 10:18 am

Uploaded By

Jason Johnson

Upload Date

03/08/2023 at 10:18 am

File Name

81A4E693-0840-4BDD-8325-A31...



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

January 3, 2023

John Magas
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Simone Zunich
Executive Director of Finance & Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"

800 E. Central Entrance "Central High School Property"

- Closed

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

CREDIT OPINION

12 April 2023



Contacts

David Levett +1.312.706.9990
 VP-Senior Analyst
 david.levett@moodys.com

David Strungis +1.312.706.9970
 VP-Senior Analyst
 david.strungis@moodys.com

CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

Duluth Independent School District 709, MN

Update to credit analysis following upgrade to A3

Summary

[Duluth Independent School District No. 709's](#) (A3) reserves have improved to solid levels from what had been a very narrow position following voter approval for a new operating levy as well as an influx of federal aid. The district will either need to raise revenue or reduce expenditures to maintain the financial momentum once federal aid is depleted. The district benefits from Duluth's role as a regional economic center and strong full value per capita. Credit challenges include a declining enrollment trend and elevated leverage.

On date, April 12 we upgraded the district's Issuer Rating to A3 from Baa2. We also upgraded the rating on the district's outstanding general obligation unlimited tax debt and the rating on the district's full-term certificates of participation (non-contingent lease backed by GOULT pledge) to A3 from Baa2, and the rating on the district's annual appropriation certificates of participation (lease: appropriation) to Baa1 from Baa3.

Credit strengths

- » Economic base serves as regional hub supporting solid full value per capita
- » Voter support for operating levy that is supporting recovery of finances

Credit challenges

- » History of weak budgetary performance resulted in an extended period of narrow reserves
- » Declining enrollment trend

Rating outlook

Moody's does not usually assign outlooks to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Further growth in reserves and liquidity
- » Material reduction in leverage

Factors that could lead to a downgrade

- » Decline in reserves and leverage
- » Material increase in leverage and fixed costs

Key indicators

Exhibit 1

Duluth Independent School District 709, MN

	2019	2020	2021	2022	Baa Medians
Economy					
Resident income	97.0%	106.7%	100.0%	N/A	86.0%
Full value (\$000)	\$8,846,660	\$8,832,730	\$9,445,089	\$10,394,088	\$971,081
Population	93,687	93,667	94,589	N/A	12,995
Full value per capita	\$94,428	\$94,299	\$99,854	N/A	\$78,968
Enrollment	8,706	8,896	8,358	8,487	1,707
Enrollment trend	0.3%	1.3%	-1.9%	-0.8%	-1.5%
Financial performance					
Operating revenue (\$000)	\$132,056	\$143,052	\$141,077	\$150,173	\$25,791
Available fund balance (\$000)	\$5,649	\$13,024	\$20,501	\$23,584	\$2,637
Net cash (\$000)	\$26,677	\$30,191	\$41,473	\$39,809	\$3,224
Available fund balance ratio	4.3%	9.1%	14.5%	15.7%	10.6%
Net cash ratio	20.2%	21.1%	29.4%	26.5%	12.4%
Leverage					
Debt (\$000)	\$197,853	\$196,601	\$183,561	\$208,814	\$20,047
ANPL (\$000)	\$217,226	\$263,598	\$328,040	\$278,278	\$55,909
OPEB (\$000)	\$16,635	\$15,593	\$16,471	\$16,170	\$6,554
Long-term liabilities ratio	326.9%	332.6%	374.3%	335.1%	373.0%
Implied debt service (\$000)	\$21,703	\$14,425	\$14,079	\$12,875	\$1,426
Pension tread water (\$000)	\$5,795	\$5,870	\$6,667	N/A	\$1,760
OPEB contributions (\$000)	\$1,301	\$1,843	\$211	\$234	\$240
Fixed-costs ratio	21.8%	15.5%	14.9%	13.2%	15.8%

For definitions of the metrics in the table above please refer to the [US K-12 Public School Districts Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [K12 Median Report](#).

Sources: US Census Bureau, Duluth Independent School District 709, MN's financial statements and Moody's Investors Service

Profile

Duluth ISD 709 is located along the Lake Superior shoreline about 150 miles north of the Twin City metropolitan area and has a resident population of just under 100,000. The district provides prekindergarten through twelfth grade education to residents of the City of Duluth as well as all or portions of five surrounding townships and has an enrollment of over 8,000.

Detailed credit considerations

Economy: regional economic center with declining enrollment

The district benefits from the [City of Duluth's](#) (Aa2 stable) role as a regional economic center. Key industries underpinning the economy include tourism, healthcare and mining driven by iron ore and the Port of Duluth on Lake Superior. The largest single employers in the district are Essentia Health and St. Luke's Hospital. Three institutions of higher education, including the second-largest campus of the [University of Minnesota](#) (Aa1 stable) serve as stabilizing anchors. Resident income is on par with the nation while full value per capita is very strong.

Before the pandemic, the district's enrollment had been trending downward because of a declining number of school aged children. A large drop of over 500 students, or 6% in fiscal 2021 was driven by pandemic related pressures including the loss of students to private schools, neighboring districts and online providers. The district recovered a couple of hundred students in school years 2022 and 2023. Officials project that enrollment will slowly grow going forward given positive momentum in early childhood education, but are conservatively budgeting for enrollment to remain flat.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moodys.com> for the most updated credit rating action information and rating history.

Financial operations: rapidly recovering finances following voter approval of operating levy

The district's financial position will continue to strengthen for at least the next two years because of a voter-approved increase to the operating levy, improved budget management and federal aid. Although a budget will not be passed until the spring, officials preliminary planning indicates the district is poised for another strong year in fiscal 2024 (year-end June 30). The district has about \$20 million remaining in federal aid from Elementary and Secondary School Emergency Relief Fund (ESSR) that will be split between fiscal 2023 and fiscal 2024. Funds are reimbursed to the district after spent. For fiscal 2023, officials are currently projecting that general fund revenue will exceed expenses by about \$1 million inclusive of federal aid. In addition, the district recently sold another property for \$7 million, which will accrue to general fund balance and be spent down over several years for technology.

The district will either need to raise revenue or reduce expenditures to maintain the financial momentum once federal aid is depleted. Officials are proactively planning budgeting for that moment. The district used the infusion of federal aid to hire staff such as counselors, psychologists, math and reading intervention specialists and staff to reduce class sizes. The district is reducing half of those positions for the next school year. The district is also considering approaching voters for a new operating levy. If the district does not receive additional revenue, officials plan to eliminate the remaining positions funded with federal aid. The other key variables in the district's future financial trajectory will be the pace of state aid increases and salary growth. Officials are striving to keep [cost of living wage increases for employees under state aid increases](#) given the district reports that wages are very competitive with neighboring districts. The state's biennium budget that extends through the end of fiscal 2023 increased per pupil funding relatively modestly at 2.45% in the first year and 2% in the second year.

The district's reserves more than tripled growing to nearly 16% of revenue in fiscal 2022 from under 5% of revenue in fiscal 2019 primarily because of increased revenue from a new operating levy, an infusion of federal aid, positive expenditure variances and a property sale that generated \$3 million.

Liquidity

The district's cash balance is much higher than fund balance because the district defers spring tax collections to the next fiscal year. About half of the district's cash is held in the debt service fund. Most of reserves in the debt service fund is because of the timing between the levy and debt service payments, but a portion has been accumulated over time from levying more than was needed for debt service.

Leverage: limited borrowing plans

The district's leverage is unlikely to change materially for the next several years because most of its liabilities are related to unfunded pension liabilities and the district is unlikely to issue any debt for a few years. The district's fixed-cost ratio is moderate with expenses equal to about 13% of revenue. Actual fixed costs are higher at over 20% of revenue because the district is favorably amortizing debt more rapidly than the 20 years assumed under our implied debt service calculation. The district may have a small bond issuance in the next few years for technology. The district's two high schools had major remodels just a few years ago.

Legal security

The GOULT bonds are backed by the district's pledge to levy a dedicated property tax unlimited as to rate and amount. The GOULT bonds are additionally secured by statute and supported by the State of Minnesota's School District Credit Enhancement Program which provides for an unlimited advance from the state's general fund should the district be unable to meet debt service requirements.

The full-term COPs do not carry the district's full faith and credit pledge but are supported by a separate, dedicated levy. The obligation of the district to make rental payments is absolute and unconditional and it is not subject to annual appropriation. The Full-Term COPs are also additionally supported by the State of Minnesota's School District Credit Enhancement Program.

The annual appropriation COPs are supported by lease payments which are subject to annual appropriation. The pledged assets are school facilities, which we deem to be a more essential asset.

Debt structure

All of the district's debt is long-term and fixed rate. Amortization is rapid with most GO debt retired in 10 years.

Debt-related derivatives

The district is not a party to any debt-related derivatives.

Pensions and OPEB

The district participates in two multiple-employer cost-sharing plans, the General Employees Retirement Fund (GERF) and the Teachers Retirement Association of Minnesota (TRA). Most of its unfunded liabilities are attributable to the TRA. The State of Minnesota approved legislation in 2018 that modified benefits and modestly increased contributions to TRA. Because of the reform package, school districts are in the process of increasing their TRA employer contribution rate to 8.75% of payroll in 2024 from the previous rate of 7.5%. In aggregate, the total contributions to TRA from all participating school districts in 2021 were equal to about 74% of our tread water indicator, which reflects the issuer contribution that would be required to prevent the unfunded liability from growing assuming realization of all plan assumptions.

ESG considerations

Duluth Independent School District 709's ESG Credit Impact Score is moderately negative (CIS-3), reflecting moderately negative exposure to governance risks, and neutral-to-low exposure to environmental and social risks.

Environmental

Duluth Independent School District 709's E Issuer Profile Score is neutral-to-low (E-2), reflecting neutral-to-low exposure to environmental risks across all categories, including physical climate risk, carbon transition, water management, natural capital and waste and pollution.

Social

Duluth Independent School District 709's S Issuer Profile Score is neutral-to-low (S-2), reflecting relatively low exposure to social risks across all categories, including demographics, labor and income, education, housing, health and safety and access to basic services. The district's demographics, educational attainment and labor market are in line with the nation. Residents have access to basic services.

Governance

Duluth Independent School District 709's G Issuer Profile Score is moderately negative (G-3), reflecting a history of weakness in budget management and policy credibility and effectiveness. The district's previously stressed financial position was, in part, because of negative budgetary variances including budgeting for land sales that did not materialize. To reduce negative variances, management began budgeting more conservatively including assumptions of flat to declining enrollment and are now reacting much more quickly to bring amendments to the board. Transparency and disclosure practices are sound, including timely audit releases. A variance report on how revenue and expenditures are tracking compared with budget is included monthly in the school board meeting packets, but there is not a designated location to access all of the district's variance report reports on its website. Duluth ISD operates in an institutional structure where the state controls the bulk of district revenue, though districts can generate a moderate amount of locally determined revenue.

Rating methodology and scorecard factors

The US K-12 Public School Districts Methodology includes a scorecard, a tool providing a composite score of a school district's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare school district credits.

The assigned rating differs from the scorecard-indicated outcome because of forward looking information and additional considerations including a management strategy that had historically led to difficulty adhering to budget leading a long period with narrow reserves and the imperative to make budget adjustments to maintain the financial momentum once federal aid is depleted.

Exhibit 2

Duluth Independent School District 709, MN

	Measure	Weight	Score
Economy			
Resident Income (MHI Adjusted for RPP / US MHI)	100.0%	10.0%	A
Full value per capita (full valuation of the tax base / population)	109,887	10.0%	Aa
Enrollment trend (three-year CAGR in enrollment)	-0.8%	10.0%	A
Financial performance			
Available fund balance ratio (available fund balance / operating revenue)	15.7%	20.0%	A
Net cash ratio (net cash / operating revenue)	26.5%	10.0%	Aaa
Institutional framework			
Institutional Framework	A	10.0%	A
Leverage			
Long-term liabilities ratio ((debt + ANPL + adjusted net OPEB) / operating revenue)	335.1%	20.0%	A
Fixed-costs ratio (adjusted fixed costs / operating revenue)	13.2%	10.0%	Aaa
Notching factors			
No notchings applied			
Scorecard-Indicated Outcome			A1
Assigned Rating			A3

Sources: US Census Bureau, Duluth Independent School District 709, MN's financial statements and Moody's Investors Service

Appendix

Exhibit 3

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income	Median Household Income (MHI), adjusted for Regional Price Parity (RPP), as a % of the US	MHI: American Community Survey (US Census Bureau) RPP: US Bureau of Economic Analysis
Full value (\$000)	Estimated market value of taxable property accessible to the district	State repositories, district's audited financial reports, offering documents or continuing disclosure
Population	Population of school district	American Community Survey (US Census Bureau)
Full value per capita	Full value / population of school district	
Enrollment	Student enrollment of school district	State data publications
Enrollment trend	3-year Compound Annual Growth Rate (CAGR) of Enrollment	State data publications; Moody's Investors Service
Financial performance		
Operating revenue (\$000)	Total annual operating revenue in what we consider to be the district's operating funds	Audited financial statements
Available fund balance (\$000)	Committed, assigned and unassigned fund balances in what we consider to be the district's operating funds	Audited financial statements
Net cash (\$000)	Net cash (cash and liquid investments minus short-term debt) in what we consider to be the district's operating funds	Audited financial statements
Available fund balance ratio	Available fund balance / Operating Revenue	Audited financial statements
Net cash ratio	Net Cash / Operating Revenue	Audited financial statements
Leverage		
Debt (\$000)	District's direct gross debt outstanding	Audited financial statements; official statements
ANPL (\$000)	District's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
OPEB (\$000)	District's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Long-term liabilities ratio	Debt, ANPL and OPEB liabilities as % of operating revenue	Audited financial statements, official statements; Moody's Investors Service
Implied debt service (\$000)	Annual cost to amortize district's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water (\$000)	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contributions (\$000s)	District's actual contribution in a given period, typically the fiscal year	Audited financial statements; official statements
Fixed-costs ratio	Implied debt service, pension tread water and OPEB contributions as % of operating revenue	Audited financial statements, official statements, pension system financial statements

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US K-12 Public School Districts Methodology](#).

Source: Moody's Investors Service

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MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER 1359699

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454



Rating Action: Moody's upgrades Duluth Independent School District 709, MN's Issuer & GOULT to A3

12Apr2023

New York, April 12, 2023 -- Moody's Investors Service has upgraded Duluth Independent School District 709, MN's Issuer Rating to A3 from Baa2. Moody's also upgraded the rating on the district's outstanding general obligation unlimited tax debt and the rating on the district's full-term certificates of participation (COPs) (non-contingent lease backed by GOULT pledge) to A3 from Baa2, and the rating on the district's annual appropriation certificates of participation (lease: appropriation) to Baa1 from Baa3. The positive outlook has been removed. At the close of fiscal 2022, the district had direct debt outstanding of about \$209 million.

RATINGS RATIONALE

The upgrade of the issuer rating to A3 reflects improvement of the district's financial reserves to solid levels resulting from voter approval of an operating levy, strengthening of management practices and federal aid. The district will face a budget gap when federal aid is depleted, but management is proactively considering revenue and expenditure options to close the shortfall. The rating also incorporates Duluth's solid economic base that serves as a regional hub, resident income levels that are in line with the nation and declining enrollment trend albeit with recent recovery of some pandemic driven losses. Leverage is in line with sector medians.

The A3 rating on the district's general obligation unlimited tax (GOULT) bonds is at the same level as the issuer rating based on the district's full faith and credit pledge with authority to raise ad valorem property taxes unlimited as to rate or amount.

The A3 rating on the district's outstanding non-contingent lease back by a GOULT pledge (full-term COPs) obligations is at the same level as the district's issuer rating because debt service is not subject to annual appropriation.

The Baa1 rating on the district's lease: appropriation (appropriation COPs) obligations is one notch below the district's issuer rating due to the risk of non-appropriation and the more essential nature of the pledged assets (school facilities).

RATING OUTLOOK

Moody's does not usually assign outlooks to local governments with this amount of debt.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Further growth in reserves and liquidity
- Material reduction in leverage

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Decline in reserves and leverage
- Material increase in leverage and fixed costs

LEGAL SECURITY

The GOULT bonds are backed by the district's pledge to levy a dedicated property tax unlimited as to rate and amount. The GOULT Bonds are additionally secured by statute and supported by the State of Minnesota's School District Credit Enhancement Program which provides for an unlimited advance from the state's general fund should the district be unable to meet debt service requirements.

The full-term COPs do not carry the district's full faith and credit pledge but are supported by a separate, dedicated levy. The obligation of the district to make rental payments is absolute and unconditional and it is not subject to annual appropriation. The full-term COPs are also additionally supported by the State of Minnesota's School District Credit Enhancement Program.

The annual appropriation COPs are supported by lease payments which are subject to annual appropriation. The pledged assets are school facilities, which we deem to be a more essential asset.

PROFILE

Duluth ISD 709 is located along the Lake Superior shoreline about 150 miles north of the Twin City metropolitan area and has a resident population of just under 100,000. The district provides prekindergarten through twelfth grade education to residents of the City of Duluth as well as all or portions of five surrounding townships and has an enrollment of over 8,000.

METHODOLOGY

The principal methodology used in these ratings was US K-12 Public School Districts Methodology published in January 2021 and available at <https://ratings.moodys.com/api/rmc-documents/70054>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating.¹⁰³

in a manner that would have affected the rating. For further information please see the issuer/ deal page for the respective issuer on <https://ratings.moodys.com>.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moodys.com/documents/PBC_1288235.

Please see <https://ratings.moodys.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

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**Expenditure Contracts Signed
March 2023**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
JJEM Education & Consulting	\$3,000.00*	TLE Dept. (DR)	Duluth Public Schools Staff attending a virtual “Whole Child Compass” conference March 3, 2023
American Indian Community Housing Organization (AICHO)	\$700.00*	Office of Education Equity (DR)	Two-day artist event for students from MWES at AICHO
ProTeam Foodservice Advisors	\$14,635.00*	Child Nutrition (DU)	FY24 fees for software and menu support services
University of Minnesota	\$15,195.84*	Special Services (DU)	Conducting audiological testing and assessments of Duluth Public School students
Lakewood Little Lynx Preschool	\$1,680.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student’s IEP
Happy Time Daycare Center	\$1,911.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student’s IEP
Lakeside Pres Nursery School	\$1,720.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student’s IEP
Duluth Art Institute	\$9,560.00*	Early Childhood (DR)	8 classroom lessons from March 6 -May 19, 2023
Wolf Ridge ELC	\$15,480.00	Homecroft ES (DU)	Agreement for 5 th grade field trip 3/6/24 - 3/8/24
Lake Superior College	\$2,150.00*	East HS (DU)	Closed cohort nursing assistant clinicals

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and JJEM Education and Consulting, 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 March 4, 2023 and shall remain in effect until March 4, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

All Duluth Public Schools Staff (DPSS) may attend the Virtual Whole Child Conference on March 4, 2023. The Whole Child Compass Conference is an online learning event for anyone who works with or interacts with students in their personal or professional lives.

This conference is set to last three hours and will feature keynote speaker, Jebeh Edmunds. Following Jebeh's presentation, the conference will give attendees the ability to explore academic, social, emotional, behavioral, or cultural breakout sessions. These sessions range from one to two hours and are intended to offer an inside look at the educational system through the eyes of current educators, leaders, explorers, and community partners who work with students and young adults every day. The breakout sessions are meant to provide attendees with a grasp on the system frameworks and give them tools for creating a healthy, productive, and action-oriented outcome for serving the whole child.

JJEM Education and Consulting will take attendance and a certificate of attendance for 3 credit hours will be emailed to registrants after the event. All sessions will be recorded and available to registered staff until June 30, 2023.

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 \$3000 in total.

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

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

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

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

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

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

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

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

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



Contractor Signature SSN/Tax ID Number Date 3/7/23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	030	160	303	011
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Znuich

3.17.23 Exec.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and American Indian Community Housing Organization, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10th and shall remain in effect until October 10th , 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.** *Two day artist event for students from Myers-Wilkins at AICHO. Includes Artist fee, space rental fee, and setup/cleanup.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$700 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, Coordinator of OEE , 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) American Indian Community Housing Organization, 202 W. 2nd St, Duluth, MN 55802 .

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

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

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

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

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

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

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

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

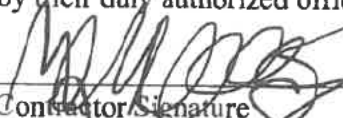
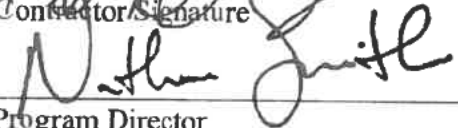
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 41-1782394 3/2/23
 SSN/Tax ID Number Date

 Program Director 3/3/23
 Date

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

This contract is funded by either:

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

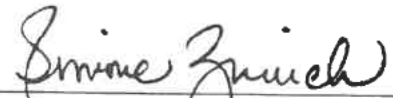
Please check the appropriate line below:

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

01	E	540	203	313	394	333
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 3/8/23
 Date

March 17, 2023

For: Sheila Oak
Dietetic Technician Registered
Supervisor of Child Nutrition Program
Duluth Public Schools/ISD 709
215 North 1st Avenue East
Duluth, MN 55802
218.336.8700 x 1017
Sheila.oak@isd709.org
www.isd709.org

Name: School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2023-24 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

SCHOOL YEAR 23-24 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

Description	Costs
Software Subscription (Production Records and Interactive Menu Website)	\$6,500.00
Professional Set-up & Support Services	
- Initial Proposal: 21 menus totaling 41 cycle weeks	\$8135.00
- SY 2023-24: 25 menus totaling 37 cycles weeks	
<i>*Each additional cycle week is charged at \$150/cycle week</i>	
Total Cost of Software and Services	\$14,635.00

Budget Code: 02 E 005 770 701 405 000

Menu Details SY23-24

Menu	Menu Type	Weeks in Cycle
Breakfast (Schools 1 - 9) (K-5)	SBP	1
Breakfast (Schools 10-11) (6-8)	SBP	1
Breakfast (Schools 12 -13) (9-12)	SBP	1
Elem Lunch (K-5)	NSLP	4
MS Lunch (6-8)	NSLP	4
MS Bun Line (6-8)	NSLP	1
MS Boxed Salad (6-8)	NSLP	1
MS Pizza (6-8)	NSLP	1
MS Sub Line (6-8)	NSLP	1
HS Lunch (9-12)	NSLP	4
HS Bun Line (9-12)	NSLP	1
HS Boxed Salad (9-12)	NSLP	1
HS Pizza (9-12)	NSLP	1
HS Sub line (9-12)	NSLP	1
K-8 Breakfast Rockridge Academy	SBP	1
ALC Breakfast (9-12)	SBP	1
ALC Lunch (9-12)	NSLP	4
Fruit and Vegetable Bar	-	1
After School Snack	CACFP	1
Supper (9-12)	CACFP	1
Summer Hot Breakfast	SFSP	1
Summer Hot Lunch	SFSP	2
Summer Cold Lunch	SFSP	1
Summer Cold Breakfast	SFSP	1
	TOTAL	37

ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website www.coolschoolcafe.com.

Menu software subscription and support services are billed annually and renewal rates will be provided within 45 calendar days of required renewal and/or before the start of the new school year. Should the district choose to terminate this contract, the district must provide written notice to ProTeam Foodservice Advisors within 10 calendar days of the renewal contract date.

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Build Recipes - 50 count package	\$995
Build One Week of Cycle Menu	\$150
Menu Changes (1 day opened = 1 change) - Package of 50 days changes	\$495
Success Support Administrative Review Prep (as needed fee)	\$925
Mobile App	\$0.25 per student

Should the district choose to terminate this contract, the district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the Health-e Pro software system. Furthermore, if the district decides to sever ties between its district account and the ProTeam Foodservice Advisors account, the district acknowledges that the data created by ProTeam Foodservice Advisors is the intellectual property of ProTeam Foodservice Advisors. If the district wants access to this data upon separation, a fee will be incurred by the district to gain access to this data. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed

fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at \$150.00/hour for menu consultant time and when authorized in writing.

PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$100,000.00 per occurrence / \$300,000.00 policy limit
General Liability	\$2,000,000.00 per occurrence / \$4,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

SUCCESSORS AND ASSIGNS

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.
ProTeam Foodservice Advisors, LLC ("Company")



Submitted By: Brittany Herman

03/17/2023
Date

Name: Brittany Herman, MSA, RD, LD
Title: Senior Consultant
brittany@proteamadvisors.com
1-844-662-3767, Ext 116

Duluth Public Schools / ISD #709

Approved By: Simone Zurich

3.17.23
Date

Name: Simone Zurich
Title: Exel. Dir. of Finance, Business Services

UNIVERSITY OF MINNESOTA

TENTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS TENTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, and a Ninth Amendment dated April 25, 2022 (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2023 and ending June 30, 2024, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2023 will be \$342.19 per month and the Calibration Fee will be \$283.71 per month. The Fee for Secretarial Services will be \$640.42 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. As of July 1, 2023, the PPE Fee is no longer required to be paid by Licensee.

8. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

9. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

10. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

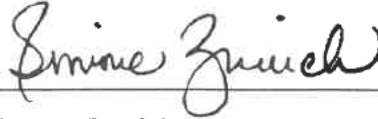
IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:



Name: Jon Dostal
Title: Director of Leasing & Property
Management
Date:

Name: Simone Zunich
Title: Executive Director/Finance
Manager
Date:

March 8, 2023

Budget Code
01 E 005 400 000 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 7, 2023 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is March 7, 2023 and shall not extend beyond June 8 2023; the contract not to exceed a total of 38 Days (attending 3 days per week. The District will pay 3 days per week @ \$420.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$420.00 per month and \$1,680.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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

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

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

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

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

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

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

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

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


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

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

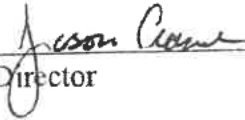
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


27-2595031
Mar 10, 2023

 Contractor Signature SSN/Tax ID Number Date


3/8/23

 Program Director Date

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

This contract is funded by either:

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

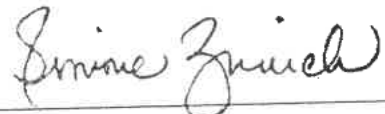
Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


3/8/23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 6, 2023 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is March 6, 2023 and shall not extend beyond June 8, 2023; the contract not to exceed a total of 38 Days (attending 3 days per week. The District will pay 3 days per week @ \$147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$147.00 per week and \$1,911.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 41-0956465 3/15/23
 SSN/Tax ID Number Date


 Program Director 3-10-23
 Date

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

This contract is funded by either:

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

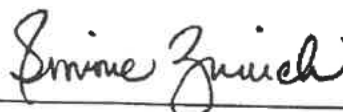
Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 3/14/23
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 28, 2023 and shall remain in effect until May 25, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is March 28, 2023 and shall not extend beyond May 25, 2023; the contract not to exceed a total of 24 Days (attending 3 days per week. The District will pay 3 days per week @ \$215.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$215.00 per month and \$1,720.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		3/24/23
Program Director		Date

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

This contract is funded by either:

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

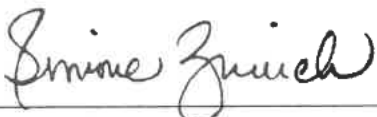
Please check the appropriate line below:

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	3.27.23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Art Institute, an independent contractor, hereinafter called Contractor.

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

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

-Schedule 1st visit to get acquainted with students and staff for the week of February 27th.

-8 classroom lessons between the dates of March 6-May 19 (Spring Break is April 10-14, there are no students the first Friday of every month, there are also no students on the following dates: 3/16, 3/17, 4/21, 5/19, 5/29. The last day of preschool is 6/1/23).

-Schedule 1 family event per building as the showcase/goodbye (this will be in conjunction with the family advocate and Katie Scheufeli/inclusion coordinator.

		# of classrooms	Total Cost
Artist Fee:	\$1000/classroom (10 hours of contracted service)	6	\$6000
Coordination Fee:	\$2300		\$2300
Background Check	\$20/person	2	\$60
Supplies	\$200/classroom	5	\$1200
Total			\$9560

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 17, 2023 and shall remain in effect until June 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,000 in total. \$5000 artist fee, \$3500 coordination fee, \$40 background checks, \$1000 supplies (\$200 per site)

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Art Institute Attn: Anamacikwe Christina Woods, 506 W Michigan St #2, Duluth, MN 55802.

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

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

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

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

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

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

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

ISD #709 shall be named as additional insured with respect to the general liability and umbrella coverage on a primary & noncontributory basis. This general liability, Umbrella and workers compensation shall endorse a waiver of subrogation in favor of ISD #709.

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


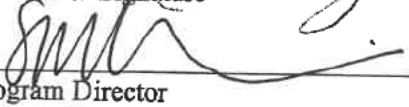
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Christina Woods  41-0495449 3/8/2023
 Contractor Signature SSN/Tax ID Number Date
 3/8/23
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	303	152
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 3/13/23
 Date



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Nicole Munthe	nicole.munthe@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p>Deposit: You have made a reservation to stay for March 6, 2024 - March 8, 2024 with 90 participants. To hold your reservation we require a deposit of \$1,350.00. This contract is valid for 30 days after receipt.</p> <p>Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i></p>	

By signing below, I agree to the terms listed above:

Printed Name: <i>Simone Zurich</i>	Title: <i>Exec. Dir. of Finance and Business Services</i>	
Signed Name: <i>Simone Zurich</i>	Date:	
Billing Contact: <i>Accounts Payable</i> Billing email address: <i>ap.vendor@isd709.org</i>	Billing Address: <i>4316 Pine Lake Rd Duluth MN 55811</i>	
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: March 15, 2023



A member of Minnesota State

CONTINUING EDUCATION & CUSTOMIZED TRAINING

Date: March 6, 2023
Customer: **Danette Seboe**
Principle, Duluth East High School
301 N 40th Ave E
Duluth, MN 55804
Phone: 218-336-8845 x2140
Email: danette.seboe@isd709.org

Customized Training Proposal for Nursing Assistant Clinicals

Lake Superior College will coordinate two closed Nursing Assistant clinical cohorts for Duluth Public Schools - ISD 709 students. Clinical training is a required portion of the Certified Nursing Assistant (CNA) training program, this training will allow students to complete their program requirements.

Budget for the Closed Cohort Nursing Assistant Clinicals

- \$2,150 / Lump Sum
 - *One clinical instructor for two groups of ten students, twenty students total*
 - *Each group will train for six hours at a time on three separate days*
 - *Each group will complete eighteen hours of training, thirty-six hours total*
 - *Scheduling and coordinating dates/times will be done by the clinical instructor*
 - *Clinicals will take place March – May 2023 at an agreed upon clinical site*

Thank you for the opportunity to provide Nursing Assistant Clinical training for Duluth Public Schools. When you are ready to move forward with this training, a formal MnState Contract will be drafted for your review and signature.

We look forward to working with you!

Sincerely,

Shannon Wark
Customized Training Representative
Continuing Education and Customized Training
Lake Superior College
218-733-5959 | shannon.wark@lsc.edu

Simone Zurich, Exec. Dir. Of
Finance and Business Services

March 10, 2023

**No Cost Contracts Signed
March 2023**

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

Name	Contract Source	Description
Jostens	East HS	FY24 renewal for yearbook services
Jostens	Denfeld HS	FY24 renewal for yearbook services
SOAR Career Solutions	Adult Basic Education	DAE providing teaching services - contextualized math - for a class to prepare workers for MNDot
LifeTouch	Homecroft ES	2022-2023 yearbook agreement
Lincoln Park Children & Families Collaborative	Lincoln Park MS	Providing cost free yoga classes to students at LPMS and DHS

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jostens, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.

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

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

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate.

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

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

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

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

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

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

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

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

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

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zurich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

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

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

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

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

14. **Cancellation.** Per RFP-312 specifications.

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jostens, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.

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

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

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate.

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

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

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

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

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

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

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

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

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

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zurich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

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

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

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

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

14. **Cancellation.** Per RFP-313 specifications.

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

B. Johnson 41-1998066 3/28/2023
Contractor Signature SSN/Tax ID Number Date

(Cathy Holman) 3/28/23
Program Director Date

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



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)** and **Building Strong Communities (BSC)** have come together to implement – Northern Minnesota Highway Heavy Construction Training Program, funded by Minnesota Department of Transportation (MnDOT).

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

DAE offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

BSC is a multi-trade apprenticeship preparatory program that will prepare you for a career in the construction industry. This program offers individuals the opportunity to receive Union endorsed training, exposure and a “foot in the door” to a career in the trades. Program graduate will have an opportunity to interview with participating Construction trade Unions and Contractors.

II) Purpose and Scope:

SOAR will partner with **BSC** to provide support services and Northern Minnesota Highway Heavy Construction training program to increase the pool of qualified minorities, women and disadvantaged individuals in the highway heavy construction industry.

Success Measures:

- 45 interested in highway heavy construction training
- 35 complete intake and eligibility screening
- 35 meet with employment specialist and complete work readiness workshops
- 20 enroll into BSC coursework
- 15 enroll into Hands on training
- 12 enroll into an apprenticeship/obtain employment



III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

- Serve as the grant lead and coordinate training logistics in partnership with BSC staff.
- Develop and implement marketing strategies to recruit women, minority, and otherwise disadvantaged individuals to the highway heavy construction industry.
- Perform screening to ensure applicants have the interest, necessary foundational skills, and meet the entrance criteria to be successful in the highway heavy construction industry before enrollment.
- Provide highway heavy construction orientation to applicants and their support systems to ensure they understand the industry expectations, work conditions and seasonal nature of the highway heavy construction industry.
- Provide work readiness skills training to help participants adapt to the workplace culture.
- Provide case management and support services for participants through the duration of the training program.
- Provide employment placement to graduates for up to six month following program completion.
- Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion.
- Communicate any course or student concerns to BSC in a timely manner.
- Provide program invoices with backup documentation monthly to MnDOT.

Duluth Adult Education will:

- Regularly participate in project planning and oversight meetings;
- Coordinate with SOAR and BSC to provide educational and social support to participants;
- Proctor pre-post CASAS math and reading assessments;
- Provide 25 hours of contextualized instruction to increase participant's skills in construction-related math and reading;
- Communicate with SOAR staff about participant progress; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

Building Strong Communities will:

- Participate in Building Trades/Construction training planning and implementation meetings;
- Provide MC3 Curriculum instruction to participants;
- Provide OSHA 10 training;
- Coordinate hands-on experiences in building trades that have an identified workforce need;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;
- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.
- Provide highway heavy construction training for up to eight students.
- Communicate any course or student concerns to SOAR in a timely manner.



- Submit invoices and backup documentation to SOAR’s finance director.

IV) Timeline

Highway Heavy Construction Training Program: March 16, 2023 – December 29, 2024.

V) Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of funding from MnDOT’s Northern Minnesota Highway Heavy Construction Training Program.

Maximum payment made between (March 16, 2023 -December 29, 2024):

Duluth Adult Education: \$5,032

Building Strong Communities: \$42,200

Please send invoices via email or USPS no later than December 29, 2024. Ann Miller, Finance Director, amiller@soarcareers.org

or

SOAR Career Solutions
Attn: Ann Miller
205 W. 2nd Street, Suite 101
Duluth, MN 55802

VI) Signatures

SOAR and BSC agree to collaborate and provide services as detailed above in Section III to participants of the Northern Minnesota Highway Heavy Construction Training Program.

DocuSigned by:
BY: Emily Edison DATE: 3/16/2023
489F33A90FF4448...
 Emily Edison, Executive Director, SOAR Career Solutions

DocuSigned by:
BY: Rick Martagon DATE: 3/20/2023
4ED1E32019B04D6...
 Rick Martagon, Executive Director, Building Strong Communities

DocuSigned by:
BY: Simone Zurich DATE: 3/23/2023
E8A9015704064D6...
 Simone Zurich, Executive Director of Business Services and Finance Manager, ISD709



2022-2023 Yearbook Sales Agreement

Agreement Valid Through: 2022-2023

Account: Homecroft Elementary School	LID #: 35710	Phone #: 218-336-8865
Address: 4784 Howard Gnesen Road, Duluth, Minnesota, 55803-1226		Enrollment: 391
Adviser Name: Tom Cawcutt	Adviser Email: thomas.cawcutt@isd709.org	Adviser Phone: 218-336-8865
Ship Yearbooks To: Account	Send Invoice To: Account	

Yearbook Specification

Size: 7 **Number of Pages:** 20 **Number of Copies:** 200 **Photographed By Lifetouch:** Yes

Signing Info: 5 Free Books

	School	Consumer
Yearbook Pricing Per Copy	\$ 9.98	\$ 15.00

Yearbook Dates

Requested Arrival Date:06/02/23 **Website Activation Date:**03/16/23 **YB Pay Type:** Direct - Cash, Check and Online

YB Pay Activation Date:03/31/23 **Cover Deadline:**02/27/23

Final Page Deadline:05/01/23 **Final Quantity Deadline:**05/01/23

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

Cover and Binding Type

	School	Consumer
Cover Type: Soft Cover	\$ 0.00	\$ 0.00
Binding Type: Saddle Stitch	\$ 0.00	\$ 0.00
Cover Design: Predesigned	\$ 0.00	\$ 0.00

Cover Personalization

	School	Consumer
Printed School Name & Year: Printed School Name	\$ 0.00	\$ 0.00

Consumer Enhancements

School Consumer

Shipping and Handling

	Actual Cost	Price
Shipping & Handling Model		\$ 0.00
*Estimated School Total w Ship & Handling		\$ 1996.00
Per Copy (Including Shipping & Handling)		\$ 9.98
Deposit Rate		50 %

* School Price excludes any applicable taxes. Lifetouch will apply all applicable transaction taxes on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

Signatures

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions in this document.

Lifetouch Representative (Signature)

DocuSigned by:

 250FE04B8EEE46A...

Lifetouch Representative

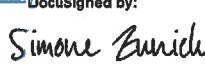
Peter Markham

Date

3/13/2023

Email Address: peter.markham@lifetouch.com

Authorized School Representative (Signature)

DocuSigned by:

 5ED350711AEC43E...

Authorized School Representative

Tom Cawcutt

Date

3/14/2023

Terms of Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch")

LIFETOUCH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit per the Deposit Rate indicated in the Agreement Details above by the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families Collaborative, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709 and Lincoln Park Children and Families Collaborative hereinafter referred to as LPCFC.

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between LPCFC and the District and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, LPCFC desires to collaborate with the District to provide yoga classes to students at Lincoln Park Middle School (LPMS) and Denfeld High School (Denfeld).

WHEREAS, LPCFC and the District have a shared vision to provide opportunities for students to engage in activities that promote health and well-being.

WHEREAS, the District recognizes that the independently owned and operated LPCFC has independent funding and staff available to provide yoga classes to students at LPMS and Denfeld.

WHEREAS, the District would like to collaborate with LPCFC to offer yoga classes for students during or after school.

THEREFORE, LPCFC and the District agree that it is in the best interest of students attending LPMS and Denfeld to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of LPCFC, LPMS, and Denfeld

It is understood that LPCFC and District staff must work together as a team to effectively meet the needs of LPMS and Denfeld students. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of LPCFC

1. LPCFC will provide onsite yoga classes at LPMS and Denfeld on regularly scheduled days and regularly scheduled times.
2. LPCFC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students will participate in yoga classes in a group setting with up to 20 students. Yoga classes will be held in an appropriate space for these activities. Classes will be provided according to the school schedule and as planned in coordination with school staff.
4. LPCFC staff will participate in team meetings with school personnel as needed for planning and debriefing. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. LPCFC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of LPCFC and the District.
6. LPCFC will maintain appropriate professional liability insurance.
7. LPCFC is considering administering a simple survey if allowable.

Role of Lincoln Park Middle School and Denfeld

1. LPMS and Denfeld staff will schedule and coordinate periodic meetings with LPCFC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS and Denfeld staff will assist in coordinating activities and promoting to students
3. LPMS and Denfeld will provide a staff member to host the session with LPCFC staff in an appropriate space for yoga classes to be held.
4. LPMS and Denfeld will communicate with students and parents and/or guardians to inform them of activities.
5. LPMS and Denfeld staff will track and share student attendance (names/numbers of students participating each day with LPCFC staff for grant reporting purposes. No additional data will be collected or released.
6. LPMS and Denfeld staff will collect student information necessary for grant reporting and will share the information with staff to meet grant reporting requirements.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$0 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

J Broadwell ^{LPCFC} 27-4990487 3-27-23
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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