

Wrenshall Board of Education

Tuesday, February 13, 2024 6:00 PM

Wrenshall School Library Media Center, 207 Pioneer Drive, Wrenshall, MN 55797

1. Call to Order	Speaker (s) : Chairperson
2. Pledge of Allegiance	Speaker (s) : Chairperson
3. Roll Call	Speaker (s) : Chairperson
4. Adoption of Agenda	Speaker (s) : Chairperson
5. Regular Business	Speaker (s) : Chairperson
5.a. Approval of Minutes	Speaker (s) : Chairperson
5.b. Accept Business Office Report	Speaker (s) : Jeff Pesta
5.c. Approval of Consent Agenda	Speaker (s) : Jeff Pesta
6. Informational Items	Speaker (s) : Chairperson
6.a. Principal's Report	Speaker (s) : Michelle Blanchard
6.b. Activities Director's Report	Speaker (s) : Luke Wargin
6.c. Community Education Report	Speaker (s) : Michele Carlson
6.d. Enrollment Report	Speaker (s) : Jeff Pesta
6.e. Superintendent's Report	Speaker (s) : Jeff Pesta
6.f. Board Director or Committee Reports	Speaker (s) : Chairperson
7. Action Items	Speaker (s) : Chairperson
7.a. Wren's Club Fee Proposal	Speaker (s) : Michele Carlson
7.b. Budget Timeline and Process	Speaker (s) : Jeff Pesta
7.c. Resolution for Program or Position Reductions	Speaker (s) : Jeff Pesta
7.d. Approve Principal's Master Agreement	Speaker (s) : Ben Johnson
7.e. Approve Increase in Licensed School Psychologist Services	Speaker (s) : Jeff Pesta
7.f. Transportation Fleet Recommendation	Speaker (s) : Jeff Pesta
7.g. Approve Engagement Letter and Executive Recruitment Brochure	Speaker (s) : Misty Bergman
7.h. Policy Review Cycle	Speaker (s) : Mary Carlson
7.i. Acceptance of Donations	Speaker (s) : Chairperson
7.j. Hiring Requests	Speaker (s) : Jeff Pesta

8. **Future Meetings**

Speaker (s) :
Chairperson

9. **Adjournment**

Speaker (s) :
Chairperson

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8. **Future Meetings**

Speaker (s) :
Chairperson

9. **Adjournment**

Speaker (s) :
Chairperson

Special Session
Monday, January 29, 2024 6:00 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present

Present: 6.

The meeting was called to order by Chair Carlson at 6:00 p.m. with all Directors present.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Adoption of Agenda

Motion to approve. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5. Approval of Minutes

Motion to approve minutes for both the January 18 annual organizational meeting and the January 18 regular business meeting. This motion, made by Misty Bergman and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

6. Informational Items

6.a. Aid Anticipation Bond Sale Closing

6.b. Consider Proposals For Executive Search Service

The consensus of the Board was to pursue recruitment of a full-time superintendent intern. After discussion about the best value for executive search services, the board consensus was to request an engagement letter from Rising Tide School Board Services for consideration at the February 13 regular business meeting. This informational item was added to the action agenda as Item 7.b. Motion by Director Ankrum, support by Director Krisak and a unanimous vote of approval.

6.c. Review Consolidation Timeline

7. Action Items

7.a. Ratify 2023-2025 Teacher Master Agreement for Education Minnesota - Wrenshall
Motion to remove Action Item 7.b from the January 18 meeting in which it was tabled definitely to the next business meeting. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Motion to ratify the 2023-2025 Education Minnesota - Wrenshall master agreement for licensed staff. This motion, made by Alice Kloepfer and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Negotiations Committee 1 Chair Kloepfer recognized all negotiators for their efforts in a very collaborative process to reach agreement.

7.b. Selection of Executive Recruitment Firm

Motion to engage Rising Tide School Board Services to conduct a search for a superintendent intern. This motion, made by Misty Bergman and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The current part-time superintendent contract does not restrict either party from engaging in a distinct contract for services beyond the current job description and duties.

8. Future Meetings

Confirmed the work session of February 7 and the next regular meeting on February 13 at 6:00 p.m. with the public comment opportunity available at 5:00 p.m.

9. Adjournment

Motion to adjourn. This motion, made by Nicole Krisak and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Meeting was adjourned at 7:29 p.m.

Work Session
Wednesday, February 7, 2024 6:00 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Absent
Nicole Krisak: Absent

Present: 4, Absent: 2.

Directors Kloepfer and Krisak were absent with notice.

1. Call to Order

The work session was called to order by Chair Carlson at 6:00 p.m.

2. Preview of Regular Meeting Agenda for February 13.

Introduction of Michele Carlson as the Licensed Community Education Director who will be serving Wrenshall through June 30 as a purchased service from the Esko School District.

3. Committee Reports

Chair Carlson explained that she would like to regularly include committee reports during work sessions. Key committee reports will also be included in the regular meeting agendas when appropriate.

Negotiations: Team 1 stands ready to begin negotiations with Ed MN - Wrenshall for the Education Service Professionals master agreement. An ad-hoc committee of Directors Johnson and Ankrum has engaged Principal Blanchard in negotiations.

Building and Grounds: The committee is recommending a Request For Proposals be distributed for the CTE roof with specifications for a 20-year warranty. ARI will be using thermal imaging to assess climate control in Room #122 on February 9.

Grant Writing: A grant is being prepared for a Solar Panel project.

Ad-Hoc Consolidation Committee: Chair Carlson attended an exploratory meeting on February 6 with Carlton School District representatives. A draft agreement for next steps was reviewed.

4. Strategic Planning

4.a. Status Report on Consolidation

Board consensus was reached in support of an Ad-Hoc committee to represent Wrenshall in further exploring consolidation with Carlton.

4.b. Review of Executive Search Plan

Chair Carlson shared that the possibility of sharing a superintendent between Carlton and Wrenshall in Fiscal Year 2025 was offered by Carlton representatives during the February 6 consolidation exploratory meeting. Consensus was reached on moving forward with the engagement of an executive recruiting firm to seek superintendent intern candidates as formally voted upon at the January 29 special session. The board will act upon an engagement letter on February 13.

4.c. District Communications Plan

The Board reviewed the initial draft calendar for the 2024-2025 school year as prepared by Principal Blanchard and staff representatives. All directors are asked to provide input to that team as soon as practical. The district office staff will prepare a formal calendar proposal for Board action in February or March. The role of the Images Newspaper was reviewed as part of a potential comprehensive district communications plan. The consensus was to retain consistent budget support for at least one more year, while continuing to build recommendations for future efficiencies, including a possible shift to on-line publication only through the district website.

4.d. Budget Planning for Fiscal Year 2025

The Board reviewed a proposed process for adopting the Fiscal Year 2025 budget. The Board will take action on adopting a process featuring budget development by administration or committee, timeline, enrollment projections and all other foundational budget assumptions for guidance and oversight at the February 13 meeting. The initial conservative enrollment estimate was identified as 310 total students.

5. Adjournment

The meeting was adjourned by Chair Carlson at 8:30 p.m.

February 2, 2024

Jeff Pesta, Superintendent of Schools
Beth Peterson, Business Manager
Independent School District No. 100 (Wrenshall Public Schools), Minnesota
207 Pioneer Dr
Wrenshall, MN 55797

RE: Potential Refunding of Existing Bonds

As your Municipal Advisor one of the services we provide is to monitor your outstanding bond issues and alert you to any potential refunding opportunities. An updated status report for your outstanding debt is attached. It includes general information about your existing debt and a brief comment regarding potential savings based on current market conditions. We will continue to monitor your issues on an ongoing basis and will contact you if we identify refunding opportunities that merit consideration.

If you have any questions about this information, please contact me.

Sincerely,

Ehlers

Two handwritten signatures in blue ink. The signature on the left is 'Shelby McQuay' and the signature on the right is 'Jen L. Chapman'.

Shelby McQuay
Senior Municipal Advisor/ Managing Director

Jen Chapman
Financial Specialist

Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Last Maturity	Call Date	Callable Amount	Callable Rates		Status
					Low	High	
\$9,240,000	General Obligation Facilities Maintenance Bonds, Series 2020A	02/01/2040	02/01/2028	\$6,565,000	2.000%	2.625%	As of February 2, 2024, we estimate that this refunding would not generate sufficient savings to be considered.
\$965,000	General Obligation Facilities Maintenance Bonds, Series 2021A	02/01/2037	02/01/2028	\$605,000	1.350%	2.000%	As of February 2, 2024, we estimate that this refunding would not generate sufficient savings to be considered.
\$3,670,000	General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2021B	02/01/2041	02/01/2029	\$2,580,000	2.000%	2.000%	As of February 2, 2024, we estimate that this refunding would not generate sufficient savings to be considered.

McGregor ISD #4

INVOICE

V4297

148 South 2nd Street
McGregor, MN 55760
Phone (218)768-2111 Fax (218)768-3901

DATE: January 22, 2024
INVOICE # 2023-25
DUE:

Bill To:
Wrenshall ISD 100

DESCRIPTION	AMOUNT
Shauna Dalchow, Business Manager services	
December 13 hours	520.00
FICA (7.65%)	39.78
PERA (7.5%)	39.00
<i>E-01-005-110-000-000-391</i>	
TOTAL	
	\$ 598.78

Make all checks payable to McGregor ISD #4. Payment due upon receipt.
If you have any questions concerning this invoice, contact Shauna Dalchow, at (218)768-5123
or email sdalchow@isd4.org.

THANK YOU FOR YOUR BUSINESS!

(E)

Wrenshall School ISD #100
Receipt Listing Report with Detail by Deposit
Fund Summary

Fund	Total
01	\$477,375.70
02	\$20,441.22
04	\$3,978.19
Report Total	\$501,795.11

Wrenshall School ISD #100
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	\$102,719.67
02	Food Services Fund	\$5,583.33
03	Transportation (Sub of 01)	\$12,207.73
04	Community Service	\$676.39
05	Capital Outlay (Sub of 01)	\$8,368.47
21	Student Activities	\$1,430.45
Report Total		\$130,986.04

Wrenshall School ISD #100 Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer	Status	Amount
3530		0100	11899	Credit	1	8572882	01/11/24	Check	1	1002	State of MN	Applied	228,352.67
Deposit Control Total:													228,352.67
3531		0100	11900	Credit	1	8559406	01/05/24	Check	1	1002	State of MN	Applied	205.68
Deposit Control Total:													205.68
3532		0100	11901	Credit	1	8563811	01/10/24	Check	1	1002	State of MN	Applied	22,867.78
Deposit Control Total:													22,867.78
3533		0100	11902	Credit	1	8602932	01/30/24	Check	1	1002	State of MN	Applied	238.60
Deposit Control Total:													238.60
3534		0100	11903	Credit	1	Dec-23	01/25/24	Check	1	1001	Carlton County	Applied	15,489.17
Deposit Control Total:													15,489.17
3535		0100	11904	Credit	1	IDEAS 1-30	01/30/24	Check	1	1002	State of MN	Applied	233,547.83
Deposit Control Total:													233,547.83
3537		0100	11910	Credit	1		01/31/24	Check	1	1037	Infinite Campus	Applied	17.87
Deposit Control Total:													17.87
Report Total:												500,719.60	

Wrenshall School ISD #100
Exp/Rev Summary - Fd
Period Ending January 31, 2024

Sequence: L, Fd

Description		Revised24 Annual Budget	Period 202407	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
E	Expenditure							
01	General Fund	4,570,612.45	383,327.42	2,036,744.92	45%	3,785.28	45%	2,530,082.25
02	Food Services Fund	214,235.02	15,155.14	97,287.69	45%	0.00	45%	116,947.33
03	Transportation (Sub of 01)	424,179.00	34,564.19	211,653.02	50%	520.00	50%	212,005.98
04	Community Service	149,245.00	11,523.54	70,695.37	47%	0.00	47%	78,549.63
05	Capital Outlay (Sub of 01)	199,929.00	14,927.62	191,720.53	96%	2,040.00	97%	6,168.47
06	Building Fund	0.00	0.00	824.85	0%	0.00	0%	(824.85)
07	Debt Redemption Fund	945,120.00	770,455.00	1,458,224.03	154%	0.00	154%	(513,104.03)
18	Custodial	0.00	0.00	50.13	0%	0.00	0%	(50.13)
21	Student Activities	0.00	1,294.45	27,638.22	0%	0.00	0%	(27,638.22)
E	Expenditure	6,503,320.47	1,231,247.36	4,094,838.76	63%	6,345.28	63%	2,402,136.43
R	Revenue							
01	General Fund	(4,913,475.35)	(480,618.95)	(2,703,436.10)	55%	0.00	55%	(2,210,039.25)
02	Food Services Fund	(204,147.02)	(20,441.22)	(93,857.48)	46%	0.00	46%	(110,289.54)
03	Transportation (Sub of 01)	(248,597.75)	0.00	0.00	0%	0.00	0%	(248,597.75)
04	Community Service	(138,156.14)	(3,978.19)	(66,087.62)	48%	0.00	48%	(72,068.52)
05	Capital Outlay (Sub of 01)	(150,979.99)	0.00	0.00	0%	0.00	0%	(150,979.99)
07	Debt Redemption Fund	(979,145.60)	0.00	(85,218.51)	9%	0.00	9%	(893,927.09)
21	Student Activities	0.00	136.00	(28,219.31)	0%	0.00	0%	28,219.31
R	Revenue	(6,634,501.85)	(504,902.36)	(2,976,819.02)	45%	0.00	45%	(3,657,682.83)
	Report Totals:	(131,181.38)	726,345.00	1,118,019.74	(852%)	6,345.28	(857%)	(1,255,546.40)



WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D
 Principal-Michelle Blanchard

Principal Report

2/13/23

- Homecoming Week (Thanks Kaylee and Chloe all the volunteers)
- Thank you to PIE for purchasing our Interactive Television
- Safety Drills: We have conducted 3 Fire Drills, 2 Lockdowns
- March-Master Schedule Planning Recommendations from math teachers class sizes (7-12) look at sections, special Education needs, part-time teacher status affects what we can schedule, gym times, highschool specialists.
- Meeting with Carlton Admin/Counselor- classes
- Curriculum- Reviewing math Eureka2
- Reading Curriculum-state supported for the Read Act
- Re-Defining Readiness Report Card
- Seek To Learn Academy opportunities for college visit opportunities
- Middle School Leadership Day- Cloquet
- Elementary Read-A-Thon
- Wrenshall Creative Collective

A small school where WE cultivate big futures.

Minnesota State High School League Foundation

TO: Wrenshall School District
FROM: Executive Director, MSHSL Foundation
RE: Fall 2023 **Form A and B** Grant Awards
DATE: January 22, 2024

Enclosed please find two checks from the MSHSL Foundation, a check in the amount of **\$722** for your **Form A** grant request and a check in the amount of **\$2,132.00** for your **Form B** grant request. These checks respond to requests you made and submitted by the appropriate deadline.

Please affirm the following and return this memo to the MSHSL Foundation no later than February 29, 2024.

On behalf of Wrenshall School District I affirm that the checks from the MSHSL Foundation will be deposited into our school account and that the money granted to Wrenshall School District will be used for the purpose identified in our Fall 2023 Form A and Form B grant requests.

Name: Luke Wargin
Please Print

School: Wrenshall School District
Full Name of School

Signature: 
Person Responsible

Date: 02/01/24

Please keep a copy of this memo and scan and E-mail to:
mshslfoundation@gmail.com

0100 WRENSHALL District207 PIONEER DRIVE, WRENSHALL, MN 55797-0068
Generated on 02/05/2024 12:05:11 PM Page 1 of 1**Student Enrollment Summary Report**

Effective Date: 02/05/2024 Enrollment Types: P, S, N

Total Race/Ethnicities: 5 of 7 Total Schools: 2

Race/Ethnicity Source: Federal Male/Female/Total: 177/162/339

Student Population by Race/Ethnicity and Grade Level (Male/Female/Total)**Wrenshall Elementary**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
01	1/0/1	-	-	-	-	13/9/22	0/2/2	14/11/25
02	-	-	-	-	-	5/10/15	2/1/3	7/11/18
03	-	-	-	-	-	13/12/25	-	13/12/25
04	0/1/1	-	-	-	-	9/14/23	-	9/15/24
05	-	-	-	-	-	9/10/19	1/1/2	10/11/21
06	-	1/1/2	-	-	-	13/8/21	0/1/1	14/10/24
EC	0/1/1	-	-	-	-	3/4/7	-	3/5/8
KA	1/0/1	-	-	-	-	7/11/18	1/1/2	9/12/21
All Grades	2/2/4	1/1/2	-	-	-	72/78/150	4/6/10	79/87/166

Wrenshall High School

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
07	-	0/1/1	-	0/1/1	-	15/10/25	0/3/3	15/15/30
08	-	-	-	-	-	12/9/21	1/1/2	13/10/23
09	1/0/1	0/1/1	-	-	-	16/11/27	0/1/1	17/13/30
10	1/1/2	1/0/1	-	-	-	11/13/24	2/0/2	15/14/29
11	-	1/0/1	-	-	-	10/7/17	3/2/5	14/9/23
12	1/0/1	0/1/1	-	-	-	22/11/33	1/2/3	24/14/38
All Grades	3/1/4	2/3/5	-	0/1/1	-	86/61/147	7/9/16	98/75/173

Student Population Excluding White not of Hispanic Origin

School	Total	Percentage
Wrenshall Elementary	16	9.64%
Wrenshall High School	26	15.03%
Total	42	12.39%



Wrenshall Public Schools 2024-2025 School Calendar

DRAFT

Adopted: 00-00-0000
Revised: 00-00-0000

Qtr 1: Students 42 Staff 46
Qtr 2: Students 42 Staff 44
Qtr 3: Students 43 Staff 44
Qtr 4: Students 43 Staff 45
Total Days: Students 170
Staff 179

Teacher Inservice: 26 - 29
OPEN HOUSE: 28th
7th Grade Orientation: 28th
No school: 30th

Holiday: 2nd
First Day of School: 3rd
Early Release: 27th
Teacher Work Day: 27th p.m.

Early Release: 16th
Teacher Inservice: 16th p.m.
No School: 17th & 18th

End of 1st Quarter: 1st
Veteran's Day Program: 11th
Conferences: 21st & 26th
No School: 27th, 28th, 29th

Christmas Program: 18th
No School: 23rd thru Jan 3rd

JUL-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUG-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEP-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCT-24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOV-24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DEC-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JAN-25						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEB-25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MAR-25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APR-25						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY-25						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUN-25						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Teacher Inservice: 3rd
Back To School: Mon 6th
Early Release: 17th
Teacher Inservice: 17th p.m.
End of 2nd Quarter: 17th
No School: 20th or 27th??
Teacher Inservice: 20th or 27th??

Homecoming Week: ???
Early Release: 14th
Teacher Inservice: 14th p.m.
No School: 17th

No School: 13th
Conferences: 13th 11am-7pm
End of 3rd Quarter: 21st
Spring Break: 24th - 28th

Kindergarten Roundup: 4th
Early Childhood
Screening: 17th
No School: 18th

Early Release: 2nd
Teacher Inservice: 2nd p.m.
Spring Concert: 15th
No School: 26th
Graduation: 30th
End of Quarter: 30th
Last Day & Early Release: 30th
Teacher Work Day: 30th

Teacher Work Day: 2nd, 3rd
Possible Snow Days

No School for Students and Staff
 Teacher Inservice/Work Day: No School for Students
 Built-in staff only snow day if needed

End of Quarter
 Conferences
 Early Release - Students a.m. only
 First/Last Day of School
 No School OR Snow Day Makeup Day

Wrens Child Care wrap Around Care(Pre-K) Fee Proposal

Registration for Pre- K begins March 1st. We would like to offer registration for wrap around care at the same time as Pre-K registration to enable parents to plan their children's care. We are proposing a change to the fee structure for the 24-25 school year at this time to accommodate the registration schedule. .

Current Rate for child care \$3.25 per hour

The average cost per week for Pre-K students is approximately \$50 for 2 days per week.

We would like to be able to provide 5 days per week of care for children. In order to offer 5 day programming, revenue needs to be stabilized.

We propose a flat rate of \$75 for 2 days of care per week and \$125 for 3, 4 or 5 days of care for our Pre-K students.

With the number of hours offered per day, the \$75 rate comes out to 3.13 per hour (12 hours daily). The \$125 rate comes out to \$2.08 per hour (12 hours daily)

This rate encourages people to use the program 5 days a week while still giving the option of fewer days at a premium rate.

At this time, we have not determined a fee for school age before and after school care.

Katie Beck

Wrenshall Community Education Coordinator

Michele Carlson

Community Education Director



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

Fiscal and Human Resources Timeline DRAFT: FY24-25

October 15 - Confirm and post teacher seniority lists.

January 15 – Deadline for filing of licenses impacting status for Unrequested Leaves of Absence (ULA).

January 15 – Joint recommendation from Administration and Ed MN-Wrenshall on any possible retirement incentives.

January 15 – Completion of at least one Meet and Confer session with Ed MN-Wrenshall.

January 18 – School Board reviews budget timeline and sets budget meeting schedule.

January 18 – First opportunity to ratify licensed staff and ASP master agreements.

February – Negotiate Principal and ESP Master Agreements.

February – Request for proposals for FY24 Audit.

February 7 – Board identifies proposed budget assumptions for FY25.

February 13 – Resolution directing administration to make recommendations for possible staff or program reductions.

February 13 – Present 2024-2025 school year calendar to the Board for approval.

February 13 – Administration presents revised budget projections FY24 and capital outlay recommendation for FY25,

March 1 – Deadline for notification of return from teacher Leaves of Absence (LOA) in FY25.

March 1 – Administration develops preliminary budget proposal for FY25.

March 6 – Preliminary staffing grid and right-sizing plan presented at work session

March 6 – School Board work session to preview preliminary budget for FY25.

March 30 – Administrative recommendations due regarding probationary staff eligible for continuing contract.

April 1 – Deadline for notification of teacher intent to retire.

April 8– School Board approves revised budget for FY24.

April 8– Any program reductions or other right-sizing actions for FY25 on board agenda.

April 8 – Goal for probationary staff renewal and non-renewal notices (consent agenda) or ULA.

April 8 – Approve staffing allocations for FY25.

April 10– Goal for posting any anticipated vacancies for FY25.

May 6 – Goal for School Board to approve final budget for FY25.

May – Preliminary paraprofessional staffing assignments for FY25.

May – Master schedule drafts completed.

June 10 – Special education staffing, paraprofessional assignment notices and service contracts approved.

June 10 – Back up date for final budget approval for FY25

June 1 – Deadline for notification of ULA.

June 10 – Approve and submit 10-Year Long Term Facilities and Maintenance (LTFM) Plan.

June 30 – Final deadline for non-renewal of probationary staff.



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

June 30 – Negotiations Strategy for expiring AFSCME master agreement, unless notice to negotiate is received earlier.

June 30 – Final deadline for receiving resignations or LOA requests from continuing contract staff.

June 30 – Final accrual of ESSER Funds for Tutoring & Enrichment Program.



Wrenshull Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

February 7, 2023

Budget Assumptions FY25

1. FY24 = 1.7% step increase and 2.0% increase across all cells of the licensed salary schedule. Total District cost increase of \$3.7%.
FY25 = 1.9% step increase and 2.0% increase across all cells of the licensed salary schedule. Total District cost increase of \$3.9%.
2. FY25 = Projected increase for all non-licensed staff costs of 3.0%.
3. FY25 = Projected decrease in enrollment of 16 secondary students (approximately \$160,000 in state aid). The Board has identified 310 students as enrollment projection for conservative budgeting purposes.
4. Estimate administration costs up front in budget assumption.
5. Consideration of financed purchase or lease of one propane fueled school bus.
6. Consideration of financed purchase or lease of one Class III student transport vehicle.
7. Prioritize capital outlay to support curriculum upgrades and maintaining essential learning functions including technology (staff recommendation).
8. Prioritize unassigned LTFM and school safety funds
9. Desired goal to avoid aid anticipation borrowing in FY25

Budget Development Process FY25

Option A: The Board sets budget assumptions, directs administration to develop proposed budget, Board reviews/refines proposed budget and then adopts final budget.

Option B: The Board sets budget assumptions, directs committee to develop proposed budget, Board reviews/refines proposed budget and then adopts final budget.

Option C: Other



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

February 13, 2024

Staffing Right-Sizing Parameters FY25

* Article VIII of the Ed MN – Wrenshall Master Agreement in effect for FY25

Section 9. Class Sizes:

Subd. 1. Beginning in 2024-2025 class sizes in elementary will be at or below class sizes indicated below. The class size per secondary teacher within core content classes for 7-8 or 9-12 will be the size indicated below.

Subd.2. If class sizes are above the indicated level, then the teacher will receive 1% of their salary per student over the limit. Teachers will be required to fill out an extra pay voucher monthly for each month their class size is over the class cap indicating class size cap compensation as the reason. This voucher will need to be turned in to the district office by the 5th of the following month for each month a teacher's class size is above the cap.

Grades Class size

Pre-K 20 or less

K 20

1-3 23

4-6 25

7-8 28*

9-12 30*

*Maximum size for secondary core content classes (core content classes are defined as Social Studies, Math, English, and Science) plus any art or technology classes with a studio or lab component. Teachers of classes where more than the cap would be preferable will communicate with their direct supervisor and the class will be allowed to go over the limit, but said teacher will not be eligible for the extra compensation.



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

Resolution Directing the Administration to Make Recommendations Regarding the Reduction and/or Discontinuance of Programs and Positions and Reasons Therefor

_____ introduced the following resolution and moved its adoption:

WHEREAS, the financial limitations of the District dictate that the School Board must reduce expenditures, and

WHEREAS, there is projected to be a reduction in future overall student enrollment, and

WHEREAS, these financial limitations and reductions in enrollment may necessitate the discontinuance or reduction of programs and/or the discontinuance or reduction of positions, and

WHEREAS, a determination must be made as to whether programs or positions must be reduced and/or discontinued,

BE IT RESOLVED, by the School Board of Independent District No. 100, as follows:

That the School Board hereby directs the Superintendent and Administration to consider the discontinuance and/or reduction of programs or positions to reduce expenditures and align with reduced enrollment, and make recommendations to the School Board for the discontinuance of programs, reduction of programs, discontinuance of positions, or the reduction of positions.

Voting Record

The motion for the adoption of the preceding resolution was duly seconded
by _____ and upon vote being taken thereon,

The following voted in favor thereof,

The following voted against the same,

Whereupon said resolution was declared passed and adopted on
February 13, 2024.

Contract #2



Northern Lights Special Education Cooperative

16 E Hwy 61, P.O. Box 40, Esko, MN 55733
Phone (218) 655-5018 ~ FAX 218-451-4511
www.nlsec.org

Dena Hagen ~ Special Education Director

2023 – 2024 Rider for Master Service Agreement School Psychologist

This Rider is hereby incorporated and made part of the attached Master Service Agreement by and between Wrenshall ISD #100 (herein referred to as the "District") and Presence-Learning (hereinafter referred to as "Contractor"), witness that:

Whereas, the District has determined that it is necessary to retain the services of Presence-Learning, a Contractor that can provide Licensed School Psychology through an online platform to attain the following objectives:

- 1. To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act and deemed necessary by the child study process and student's Individual Education Plan (IEP) team.**
- 2. To obtain psychological and other evaluative information necessary for students to make progress on IEP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Professional Educator Licensing and Standards Board for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree to the additional terms as follows:

- 1. The Contractor shall provide assessment/evaluation, documentation, third party billing, and consultation for students with disabilities services, including written reports of results, as defined in the Individuals with Disabilities Education Act.**
- 2. The Contractor shall provide the services in the attached agreement virtually using its proprietary teletherapy platform that shall meet the student's special physical, sensory and emotional needs.**
- 3. The Contractor will submit service invoices that reflect service hours by dates, student initials, and services provided.**
 - a. The Contractor requires a minimum evaluation cost commitment. The District is initially committing to \$20,000.00. If the cost of the service contracts needs to be amended due to more student evaluations needed then the original commitment, the Contractor will notify the Northern Lights**

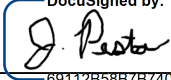
Special Education Cooperative office with a proposed adjustment to the service order.

- b. REVISION – Amended – entered as of January 24, 2024**
 - i. Updated contract total for 23-24 School Year \$50,000.00. If the cost of the service contracts needs to be amended due to more student evaluations needed then the original commitment, the Contractor will notify the Northern Lights Special Education Cooperative office with a proposed adjustment to the service order.**

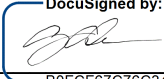
4. The District’s Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.

5. This Rider shall be in force from July 1, 2023 through June 30, 2024. Either party shall provide written notice regarding reduction/discontinuation of service hours with a 30-day prior written notice.

Signed by: Wrenshall ISD #100
207 Pioneer Drive
Wrenshall, MN 55797

DocuSigned by:

By: _____
69112B58B7B740F...
Date: 1/29/2024

Signed by: Presence-Learning, Inc.
530 Seventh Ave, Suite 501
New York, NY 10018

DocuSigned by:

By: _____
B0FCF67C76C3423...
Date: 1/29/2024



Service Order

Customer Name and Contact Information

Name: Wrenshall Public School District - MN

Address: PO Box 68 Wrenshall, MN

Customer Primary Point of Contact

Name: Jeff Pesta

Email Address: jpesta@isd100.org

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Priscilla Garza

Email Address: priscilla.garza@presence.com

Service Order

2. SLP Assessments

Service	Weekly Hours	Price per Service
Screening by SLP		\$75.00
Bilingual Screening by SLP		\$125.00
Evaluation Coordination and Results Summary by SLP		\$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		\$300.00
Review of Records by SLP		\$125.00
Articulation Standard Assessment by SLP		\$110.00
Auditory Processing Select Subtests by SLP		\$120.00
Early Childhood Language Assessment by SLP		\$165.00
Fluency Standard Assessment by SLP		\$150.00
Language Select Subtests by SLP		\$73.00
Language Standard Assessment by SLP		\$215.00
Pragmatic Language Standard Assessment by SLP		\$125.00
Phonological Process Analysis Select Subtests by SLP		\$63.00
Phonological Processing Assessment by SLP		\$110.00
Supplemental Language Screener by SLP		\$58.00
Spanish Language Standard Assessment by SLP		\$215.00
Spanish Language Select Subtests by SLP		\$90.00
Spanish Auditory Processing Select Subtests by SLP		\$122.00
Additional Bilingual Assessment Component by SLP		\$90.00
Spanish Articulation Measures (SAM) by SLP		\$85.00
Spanish Articulation Standard Assessment by SLP		\$100.00
Additional Language Subtest by SLP		\$73.00
Extended Coordination by SLP		\$63.00
Language Difference vs. Disorder Analysis by SLP		\$94.00
Unplanned Student Absence SLP		\$50.00
Parent Interview by SLP		\$63.00
Teacher Interview by SLP		\$63.00
Student Interview by SLP		\$63.00
Results Meeting by SLP		\$125.00
Bilingual Evaluation: Special Considerations		\$33.00
Desired Results Development Profile Component-DRDP (CA only)		\$125.00

Service	Weekly Hours	Price per Service
Rating Scale Assessment by SLP		\$125.00
AAC Evaluation: Special Considerations		\$33.00
AAC: Device analysis		\$63.00
AAC: Device trial		\$33.00
AAC: Feature matching trials		\$33.00
Speech-Language Sample by SLP		\$125.00
Observation by SLP		\$95.00

3. OT Assessments

Service	Weekly Hours	Price per Service
Screening by OT		\$73.00
Review of Records by OT		\$124.00
Standard School-Related-ADL Assessment by OT		\$97.00
Standard Sensory Processing Assessment by OT		\$30.00
Standard Motor Skills Assessment by OT		\$123.00
Standard Visual Perception Assessment by OT		\$97.00
Standard Preschool Assessment by OT		\$153.00
Additional Assessment Component by OT		\$73.00
Extended Coordination by OT		\$63.00
Informal Fine Motor Assessment by OT		\$80.00
Unplanned Student Absence OT		\$50.00
Parent Interview by OT		\$63.00
Teacher Interview by OT		\$63.00
Student Interview by OT		\$63.00
Results Meeting by OT		\$124.00
Evaluation Coordination and Results Summary by OT		\$265.00
Observation by OT		\$93.00

4. BMH Assessments

Service	Weekly Hours	Price per Service
Additional Assessment by MHP/Ed Diag		\$260.00
Additional Requested Paperwork by MHP/Ed Diag		\$68.00
Extended Coordination by MHP/Ed Diag		\$68.00
Results Meeting by MHP/Ed Diag		\$110.00
Screening by MHP/Ed Diag		\$143.00
Review of Records by MHP/Ed Diag		\$235.00
Rating Scale Assessment by MHP/Ed Diag		\$190.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00

Service	Weekly Hours	Price per Service
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Functional Behavior Assessment by MHP/Ed Diag		\$355.00
Intervention Data Analysis by MHP/Ed Diag		\$68.00
Parent Interview by MHP/Ed Diag		\$68.00
Student Interview by MHP/Ed Diag		\$68.00
Teacher Interview by MHP/Ed Diag		\$68.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Observation by MHP/Ed Diag		\$133.00

5. Psychoeducational Assessments

Service	Weekly Hours	Price per Service
Review of Records by MHP/Ed Diag		\$235.00
Cognitive Select Subtests		\$155.00
Processing Select Subtests		\$165.00
Achievement Select Subtests		\$118.00
Rating Scale Assessment by MHP/Ed Diag		\$190.00
Achievement Standard Battery		\$233.00
Long Cognitive Battery		\$300.00
Additional Assessment by MHP/Ed Diag		\$260.00
Processing Standard Battery		\$300.00
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Schoolwide Consultation		\$78.00
Short Cognitive Battery		\$150.00
Spanish Select Subtests		\$272.00
Spanish Battery		\$378.00
Screening by MHP/Ed Diag		\$143.00
Additional Requested Paperwork by MHP/Ed Diag		\$68.00
Functional Behavior Assessment by MHP/ Ed Diag		\$355.00
Intervention Data Analysis by MHP/Ed Diag		\$68.00
Parent Interview by MHP/ Ed Diag		\$68.00
Student Interview by MHP/Ed Diag		\$68.00
Teacher Interview by MHP/Ed Diag		\$68.00
Unplanned Student Absence MHP/Ed Diag		\$75.00
Extended Coordination by MHP/Ed Diag		\$68.00
Results Meeting by MHP/Ed Diag		\$110.00
Additional Requested Meetings by MHP/Ed Diag		\$68.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00

Service	Weekly Hours	Price per Service
Observation by MHP/Ed Diag		\$162.00

Document Camera	\$90.00 (each)
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Service Order

Total Weekly Dedicated Hours	0.00	\$0.00
School Service Weeks	36.00	
SLP Assessments Commitment		
OT Assessments Commitment		
BMH Assessments Commitment		
Bilingual SLP Assessments Commitment		
Psychoeducational Assessment Commitment	\$30,000.00	
Implementation Fee		
Estimated Annual Service Coordination Fee	%	
Estimated Annual Program Fee	\$30,000.00	
Annual Dedicated Hours Cost	\$0.00	
Service Order Term	January 29, 2024 through June 30, 2024	

Service Order Form

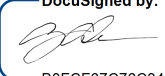
Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

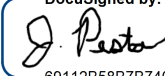
PresenceLearning, Inc.

Customer

By:

DocuSigned by:

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By:

DocuSigned by:

69112B58B7B740F...

Name: Anthony Alejandro

Name: Jeff Pesta

Title: VP, Customer Success

Title: Interim Superintendent

Date: 1/29/2024

Date: 1/29/2024



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

1. Structure of the Agreement. This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

2. Fee and Payment Terms. Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the purchased Services. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

3. Term; Termination; Effects of Termination.

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM Eastern Time. Customer may purchase necessary equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule.

4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer or its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualize minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

5. Parties' Proprietary Rights; Other Rights.

5.1. Presence Proprietary Rights. Presence owns all rights, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all rights, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, "Presence Intellectual Property").

5.2. Other Rights. Customer grants to Presence the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

6. Confidentiality.

6.1. Confidential Information. All information disclosed by one Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party”) during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information.”

6.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information.

6.3. Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties’ Representatives.

7. Clinician Conversion; Conversion Fee.

7.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

8. Customer Data; State Privacy Laws; FERPA; HIPAA.

8.1. Customer Data. Customer retains all rights, in and to all data, files, and information, provided by Customer or its authorized users to Presence (“Customer Data”). During the Term, Customer grants to Presence, solely in connection with Presence’s performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

8.2. State Privacy Laws. Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

8.3. FERPA. In connection with the performance of Services, Presence may have access to education records (“FERPA Records”) that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations (“FERPA”). To the extent that Presence has access to FERPA Records, Presence is deemed a “school official” and may use FERPA Records solely for the specific “legitimate educational purposes” as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence’s FERPA policy may be accessed at <https://www.presencelearning.com/about/ferpa/>.

8.4. HIPAA. In connection with the performance of Services, Presence may have access to certain “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

9. Indemnification.

9.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer’s or its authorized users’ illegal behavior or conduct (collectively, “Presence Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

9.2. Indemnification by Presence. Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. Conditions of Indemnification. The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action, or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

10. Limitation of Liability.

10.1. DAMAGE DISCLAIMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties**. Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer’s requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer’s use of the Platform. Customer understands that Customer’s use and access to the Platform is at Customer’s own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, or deletion of the materials.

12. Representations and Warranties.

12.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform’s necessary specifications and functionality and found it suitable for Customer’s needs.

12.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

13. Miscellaneous.

13.1. Compliance with Laws. Each Party shall comply with all laws, rules, and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its Authorized Users', to not share or make available the Platform or Presence Property to a competitor of Presence.

13.3. Survival. Sections 2, 4.3, 5.1, 9 –11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third-Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying the performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

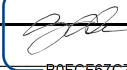
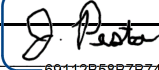
13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator is selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PRESENCE LEARNING, INC: <small>DocuSigned by:</small>	CUSTOMER: <small>DocuSigned by:</small>
By:  Name: <u>Anthony Alejandro</u> Title: <u>VP, Customer Success</u> Date: <u>1/29/2024</u>	By:  Name: <u>Jeff Pesta</u> Title: <u>Interim Superintendent</u> Date: <u>1/29/2024</u>

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. Customer may, at Customer’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer’s student once it has been used.

3. OT Kits. Customer may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. Delivery and Delivery Address; FOB; Delivery Dates; Received and Accepted.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 **FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

8. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule (“Clinical Service Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).

2. **Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer’s student users and staff (collectively, “Authorized Users”).

2.1. **Weekly Dedicated Hours.** Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.

2.2. **Flexible Hours.** The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

2.3. **Assessments.** If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

2.4. **Assessment Commitment.** Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and Customer will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

2.5. **Psychoeducational Assessment Commitment.** If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the “Psychoeducational Assessment Commitment Fee”). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

2.6. **Program Implementation Fee.** Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

2.7. **Service Coordination Fee.** Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

3. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer’s support staff and administrators overseeing the

Services (collectively, “Staff”), and Presence’s clinical providers (each, a “Clinician”, and, collectively, “Clinicians”). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

4. Clinicians.

4.1. Credentials and Clearances. For each Clinician assigned to Customer, Presence has verified clinicians’ qualifications to provide services, as applicable, within the Customer’s state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer’s sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

4.2. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer’s sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

4.3. Clinician Availability; Supporting Documentation. Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

4.4. Primary Support Person. Customer agrees to provide an adult primary support person (a “PSP”) wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Definitions.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

“Authorized Users” or “Authorized User” means Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Personal Information” and/or “PI” means information that can identify a specific individual.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Customer’s students currently enrolled at Customer’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

“Therapy Room” means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. **License.**

2.1 **License Grant.** During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the “License”).

2.2 **Business Use.** Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer’s Student Users (“Business Use”). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 **Disclosure of Improvements and Developments.** Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 **Acknowledgements.** Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. **Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service Options:**

Service Option	Description
Kanga - Starter	<ul style="list-style-type: none"> ● Limited monthly access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Premier	<ul style="list-style-type: none"> ● Unlimited access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	<p>Access to Therapy Room and unlimited access to academic achievement assessments.</p> <p>Administrator Dashboard that enables one administrator to track usage of the account.</p>

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

Owner : Wrenshall Isd 100
 Claim #: Z01826702
 Branch : HO ERU

Date of Loss: 01/11/2024
 Adjuster: Brandon Thomas

Year: 2012 Make: CHEV
 VIN : 1GNKRFED9CJ198306

Model : TRAVERSE
 Mileage: 162044

Average of CCC Market Survey and NADA Official Used Car Guide	= \$	4,688.00
Adjustments:	+ \$	-144.00
Rust	\$	-144.00

Title Information: Clean Title	- \$.00
Prior Damage Deductions:	+ \$.00

	ACV = \$	4,544.00
	Tax + \$.00
Transfer Fees / Tag Fees	+ \$	25.00

EMC Takes Possession of Vehicle		
	Gross Settlement = \$	4,569.00
	Deductible - \$.00
After Tax Adjustments:	+ \$.00
	Net Settlement = \$	4,569.00

*** This vehicle will be sold to a salvage buyer who may sell parts off of the vehicle or rebuild it. EMC will not be responsible for your personal or business information either in or on your vehicle. As the vehicle owner it is your responsibility to remove all personal and business items or decals/wraps from the vehicle without causing further damage.

Vehicle Owner Retains Salvage		
	ACV = \$	4,544.00
	Tax + \$.00
	Salvage Value - \$	930.43
	Deductible - \$.00
After Tax Adjustments:	+ \$.00
	Net Settlement = \$	3,613.57

Please contact your insurance agent for guidance on all owner retained salvage vehicle coverage.

Salvage Location:
 Reference #:
 Appraiser : Brandon Thomas

*** This settlement is void if it is discovered anything is removed from the vehicle/unit or the vehicle/unit has a branded/prior salvage title.

*** By agreeing to this settlement you guarantee the vehicle/unit is free of any liens and encumbrances.

Rising Tide School Board Services



February 2, 2024

The purpose of this engagement letter is to formally define the terms of the executive search which was approved by the Board of Education on January 29, 2024. The recommended professional fee for conducting the Wrenshall executive search (Steps 1-10) is \$2950, plus mileage from Deer River or Brook Park for required on site meetings. The district is not required to pay any fees up front and makes no payment until a satisfactory search has been completed and evaluated by the board. The Board of Education may act in session to increase or reduce the professional fee based on their public evaluation of the services provided.

Basic Executive/Administrator Search Services

1. Initial response to request for proposals, including meeting with the school board and leadership team.
2. Individual listening sessions with each school board director and key leaders to develop an initial candidate profile and preferred community participation level.
3. Community focus groups and surveys (using quantitative and/or qualitative tools) to refine the final candidate profile.
4. Development of a vacancy brochure and postings on high traffic websites and professional networks, combined with targeted candidate recruitment.
5. Press releases created for each step of the process.
6. Applications are processed through the district's internal human resources tools.
7. The school board is guided through a viability determination process to identify preferred candidates.
8. The school board may choose to conduct facilitated screening methods prior to identifying a public list of finalists. This makes the screening process very candidate friendly and improves likely matching.
9. Conduct facilitated public finalist interviews, including options for immersive community experiences and customized interview formats.
10. Guide school board through final selection process or alternate plans as determined, including candidate notification and assistance with contract negotiation and orientation.



Rising Tide School Board Services

I. THE PARTIES. This Consulting Agreement ("Agreement") is made effective as of February 13, 2024 by and between:

Consultant: Jeff Pesta and Rising Tide School Board Services with a mailing address of 39539 Krantz Drive, Deer River, MN 56636 ("Consultant"), and

Client: Wrenshall Public Schools with a mailing address of 207 Pioneer Drive, Wrenshall, MN 55797. ("Client").

II. SERVICES. Consultant agrees to provide the following Services: Basic executive/administrator search services (steps 1 through 10) as presented on January 29, 2024 ("Services").

III. TERM. The Services shall commence on February 14, 2024, and end:

- On the date of _____, 20____.
- At completion of the Services performed.
- Upon either party may terminate this Agreement with seven (7) days' notice.
- Other. _____.

IV. COMPENSATION. In consideration for the Services provided, the Consultant is to be paid in the following manner: (check all that apply)

- Per Hour. \$____ /hour.
- Per Job. \$_____ for the completion of the Services.
- Commission. ____% commission based on _____.
- Other. The Board of Education will evaluate the quality of the service and approve a payment while in session of equal to, above, or below the suggested fee of \$2950 plus approved expenses dependent upon the findings of the evaluation summary.

V. PAYMENT METHOD. Consultant shall be paid, in accordance with section IV, in the following manner: (check one)

- On a weekly monthly quarterly basis beginning on _____, 20____.
- At completion of the Services performed.
- Upon the Client receiving an Invoice from the Consultant.
- Other. _____.



Rising Tide School Board Services

VI. RETAINER. The Client is: (check one)

- **Required to pay a Retainer.** The Client is required to pay a Retainer in the amount of \$_____ to the Consultant as an advance on future Services to be provided ("Retainer"). The Retainer is: (check one)

- Refundable.
- Non-Refundable.

- **Not required to pay a Retainer.** The Client is not required to pay a Retainer before the Consultant is able to provide Services.

VII. CONTINGENCY. As part of the Consultant's Pay: (check one)

- There **SHALL** be a contingency-fee arrangement in accordance with: (check applicable)

- _____% of _____.
- flat fee of \$_____ for the following: _____.

- There **SHALL NOT** be a contingency-fee arrangement as part of this Agreement.

VIII. EXPENSES. The Client shall be: (check one)

- **Responsible for ALL expenses.** The Consultant shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant including out-of-pocket expenses. The Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

- **Responsible for ONLY the following expenses:**

Mileage and expenses for Consultant's travel to and from home office locations to Wrenshall. The Client will only reimburse Consultant for mileage at 67 cents per mile round trip from Consultant's local bases (Deer River or Brook Park) as submitted on a district reimbursement form for required meetings (as directed by the Board Chair).

The Client will pay in advance for advertising, printing, or other costs directly related to the search process which cannot be provided through the internal



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processes of the Client's organization. All costs must be pre-approved by the Board Chair.

The Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

- **Responsible for NO expenses.** The Client is not required to pay or be responsible for any expense in connection with the Services provided.

IX. DISPUTES. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in the County of Goodhue, State of Minnesota.

X. LEGAL NOTICE. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt. **If different** from the mailing address in Section I, enter below:

Client's Address: Not applicable

Consultant's Address: Not applicable

XI. RETURN OF RECORDS. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



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XIII. INDEPENDENT CONTRACTOR STATUS. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XIV. STATE AND FEDERAL LICENSES. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XV. PAYMENT OF TAXES. Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

XVI. EMPLOYEES' COMPENSATION. The Consultant shall be solely responsible for the following if not related to a regular employment contract:



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- a.) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees, including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

XVII. INDEMNIFICATION. Consultant shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Consultant fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XVIII. CONFIDENTIALITY & PROPRIETARY INFORMATION. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer



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lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and

c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

b.) Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

c.) The Client will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

XIX. ASSIGNMENT AND DELEGATION. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.



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XX. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Minnesota.

XXI. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. ADDITIONAL TERMS & CONDITIONS. None for the basic search service.

XXIII. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Consultant's Signature:

Date: February 2, 2024

Print Name: Jeff Pesta

Client's Signature: _____

Date: _____

Print Name _____



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

February 13, 2024

I, _____, introduce the following resolution and move for its adoption:

RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS the following have been generously donated:

<u>Amount/Value of Item</u>	<u>Donor</u>
\$1000 for Family and Consumer Science Education Classroom Improvements in Memory of Mrs. Urbanski	Cliff and Alice Kloepfer

_____ duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

THEREFORE, BE IT RESOLVED by the Wrenshall Board of Education to gratefully accept these gifts.

The foregoing resolution was approved on:
February 13, 2024

SCHOOL BOARD OF
INDEPENDENT DISTRICT 100

District Clerk