

**Human Resources / Business Services Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 26, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 3
  - B. **Business Services**
    - 1) Finance Department Report - Verbal
      - a. Finance Education: Special Services Cross Subsidy
    - 2) Enrollment Report 5
    - 3) Child Nutrition Department Report 7
    - 4) Facilities Department Report 8
    - 5) Technology Department Report 9
    - 6) Transportation Department Report 10
3. **Recommended Resolutions**
  - A. HR-4-22-3874 - Approval of the Paraprofessional Employees Collective Bargaining Agreement 11
  - B. HR-4-22-3381 - Approval of the Duluth Federation of Teachers Collective Bargaining Agreement 41
  - C. B-4-22-3882 - Acceptance of Grant Awards to Duluth Public Schools 105
  - D. B-4-22-3883 - Acceptance of Donations to Duluth Public Schools 107
  - E. B-4-22-3884 - Approve Clarification of Trail Easement on Central on the Hill Property 109
  - F. B-4-22-3885 - Redistricting School Board Election Districts 110
4. **Consent Agenda**
  - A. HR Staffing Report 111
  - B. Approval of Google Workspace Administrator Job Description 114
  - C. Approval of Field Support Technician - Food Service Job Description 118
  - D. Finances
    - 1) Financial Report 121
    - 2) Budget Revisions 122
    - 3) Fundraisers - None
  - E. Bids, RFPs, and Quotes - None
  - F. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
  - A. **Preliminary FY23 Budget Information** - Attachment Pending
  - B. District Properties Update 162

|   |     |
|---|-----|
| C. Expenditure Contracts                | 165 |
| D. No Cost Contracts - None             |     |
| E. Revenue Contracts                    | 284 |
| F. Grant Applications                   | 393 |
| G. Change Orders Signed - None          |     |
| H. Referrals to Policy Committee - None |     |

**Human Resources Report Summary  
March 2022 Activities**

**1) Staffing Updates:**

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

|                            | <b>Certified</b> | <b>Non-Certified</b> |
|----------------------------|------------------|----------------------|
| <b># New Hires</b>         | <b>5</b>         | <b>17</b>            |
| <b># Retirements</b>       | <b>6</b>         | <b>2</b>             |
| <b># Resignations</b>      | <b>3</b>         | <b>3</b>             |
| <b># Leave of Absences</b> | <b>2</b>         | <b>15</b>            |

**2) HR Department Updates:**

**Benefits Updates:**

1095-C tax forms (for the Affordable Care Act - to provide monthly proof of insurance that meets Minimum Essential Coverage) have been mailed to employees/retirees and uploaded to the IRS. These forms were not required to file individual tax returns - the IRS lists several other forms of insurance confirmation accepted.

The teacher's deadline for turning in retirement for the end of the 21/22 school year has passed. Any retirements received going forward are subject to a delay in receiving their HCSP. Currently, there are 19 confirmed teachers retiring at the end of the year.

Renewal rates from PEIP have been received. Premiums are increasing about 6%. Single coverage is going from \$904.34 to \$958.60 and Family coverage is going from \$2414.28 to \$2559.14 per month. There are very minor changes to the Benefits Schedule. There is a small increase to the co-pay for Emergency Care and adjustment that it's "not subject to the annual First Dollar Deductible". All deductibles and Max out-of-pocket expenses remain the same. In turn, our HRA contributions will remain the same.

Online open enrollment for health insurance is tentatively planned for May 2 - 13, 2022.

A Health and Wellness program proposal for employee self-care was presented to Superintendent Magas, CFO Erickson, and HR Director Severance. One program supports mental health and wellbeing (Calm app) and the other supports physical wellbeing (Wellbeats app). Both are virtual on-demand app based programs.

**Hiring Updates:**

2022-2023 Staff Planning are underway.

HR is planning to start 2022-2023 certified hiring processes on April 15, 2022.

Current Openings as of Wednesday, April 6, 2022:

**Licensed:**

Athletics/Activities (1)

Elementary Teachers (1)

Secondary Teachers (2)

Special Education Teachers (4)

Teachers (1)

**Non Licensed:**

Food Service (10)

Administration (1)

Administrative/Management (2)

Clerical (1)

Maintenance/Transportation (3)

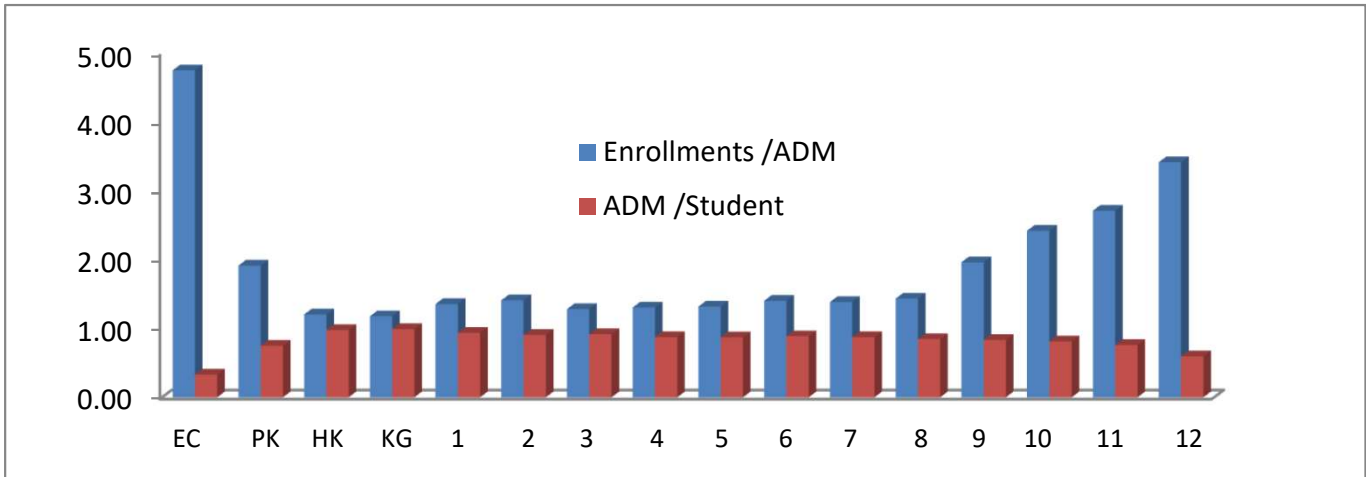
Paraprofessionals (33)

Non-certified hiring for school-year positions will cease after Spring Break.

**Contract Negotiations:**

We have a finalized 2021-2023 contract for the Paraprofessionals and Teachers. Those contracts will go for Board approval in April.

- Principal unit negotiations are continuing to move forward.
  - Next meeting is scheduled for April 14, 2022.
- Director negotiations are on hold per their request.
- Initial meeting with Fireman and Oilers (Maintenance) was held on April 4, 2022.
  - Next meeting is scheduled for April 18.
- The Clerical Unit initial negotiation meeting is scheduled for April 25, 2022.
- Dates are being confirmed for DDWIAA, NCBA and EEA units.

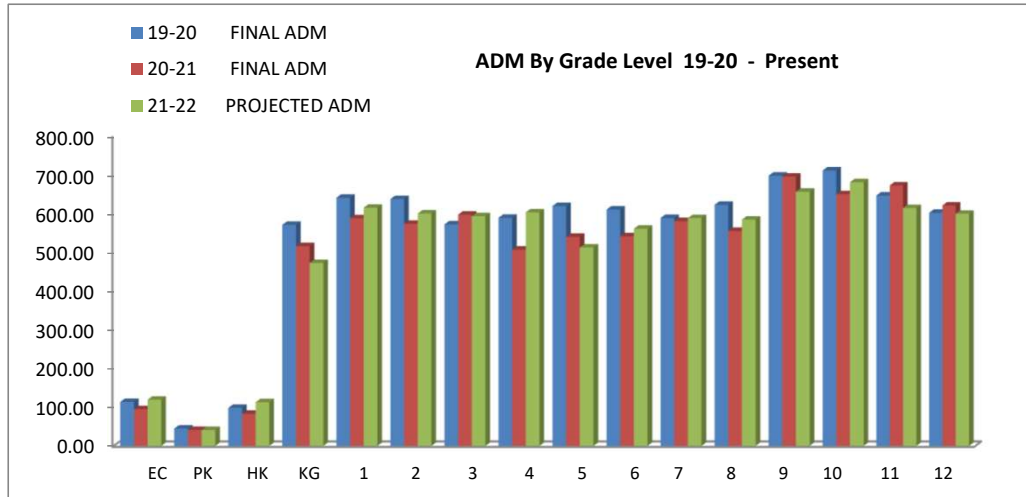


**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
April 2022**

| Grade         | Total Number of Enrollments | Unique Student Count | Current Enrollments | Projected ADM  | Budgeted ADM   | Enrollments /ADM | ADM /Student |
|---------------|-----------------------------|----------------------|---------------------|----------------|----------------|------------------|--------------|
| EC            | 572                         | 364                  | 302                 | 120.23         | 100.00         | 4.76             | 0.33         |
| PK            | 79                          | 55                   | 63                  | 41.23          | 52.00          | 1.92             | 0.75         |
| HK            | 137                         | 116                  | 117                 | 113.63         | 105.00         | 1.21             | 0.98         |
| KG            | 558                         | 477                  | 481                 | 473.39         | 501.00         | 1.18             | 0.99         |
| 1             | 836                         | 657                  | 622                 | 615.42         | 615.00         | 1.36             | 0.94         |
| 2             | 848                         | 662                  | 607                 | 600.58         | 603.00         | 1.41             | 0.91         |
| 3             | 762                         | 646                  | 600                 | 593.65         | 598.00         | 1.28             | 0.92         |
| 4             | 789                         | 689                  | 615                 | 603.51         | 603.00         | 1.31             | 0.88         |
| 5             | 678                         | 589                  | 523                 | 513.23         | 512.00         | 1.32             | 0.87         |
| 6             | 789                         | 632                  | 572.05              | 561.36         | 556.00         | 1.41             | 0.89         |
| 7             | 816                         | 674                  | 606.4               | 588.85         | 593.00         | 1.39             | 0.87         |
| 8             | 840                         | 690                  | 602.25              | 584.82         | 585.00         | 1.44             | 0.85         |
| 9             | 1290                        | 785                  | 682.79              | 656.63         | 662.00         | 1.96             | 0.84         |
| 10            | 1651                        | 837                  | 708.1               | 680.97         | 685.00         | 2.42             | 0.81         |
| 11            | 1669                        | 807                  | 639.1               | 614.61         | 625.00         | 2.72             | 0.76         |
| 12            | 2052                        | 1005                 | 623.85              | 599.95         | 610.00         | 3.42             | 0.60         |
| PS            | 523                         | 415                  |                     |                |                |                  |              |
| <b>Total:</b> | <b>14366</b>                | <b>9685</b>          | <b>8364.54</b>      | <b>7962.05</b> | <b>8005.00</b> | <b>1.80</b>      | <b>0.82</b>  |

+proj-budg> -42.95

| GRADE         | 19-20 FINAL ADM | 20-21 FINAL ADM | 21-22 PROJECTED ADM | Add'l Adjustments |
|---------------|-----------------|-----------------|---------------------|-------------------|
| EC            | 114.46          | 95.45           | 120.23              |                   |
| PK            | 45.12           | 41.58           | 41.23               |                   |
| HK            | 98.98           | 83.52           | 113.63              |                   |
| KG            | 571.48          | 516.69          | 473.39              |                   |
| 1             | 641.06          | 588.40          | 615.42              |                   |
| 2             | 637.68          | 574.16          | 600.58              |                   |
| 3             | 572.54          | 597.62          | 593.65              |                   |
| 4             | 589.52          | 507.84          | 603.51              |                   |
| 5             | 619.65          | 540.73          | 513.23              |                   |
| 6             | 610.70          | 542.05          | 561.36              |                   |
| 7             | 589.04          | 581.07          | 588.85              |                   |
| 8             | 622.87          | 555.74          | 584.82              |                   |
| 9             | 697.70          | 695.44          | 656.63              |                   |
| 10            | 711.16          | 650.09          | 680.97              |                   |
| 11            | 646.82          | 672.61          | 614.61              |                   |
| 12            | 602.23          | 621.11          | 599.95              |                   |
| <b>Total:</b> | <b>8371.01</b>  | <b>7864.10</b>  | <b>7962.05</b>      |                   |



# Child Nutrition Report

## March 2022

### Human Resources Activity:

- New Employees Hired: 3
- Employee Resignations: 1

### Jobs Open:

|               |           |
|---------------|-----------|
| Denfeld       | 3 helpers |
| East          | 4 helpers |
| Lincoln Park  | 3 helpers |
| Lowell        | 1 helper  |
| Congdon Park  | 1 helper  |
| Ordean East   | 3 helpers |
| District-wide | 1 helper  |
| Stowe         | 1 helper  |
| Subs          | 3 helpers |

The employee shortage has affected our staffing needs since September 2021.

### Meals and Food Production Activity:

#### Number of meals served in March 2022

| Week of:            | Breakfast<br>3/1/2022 | Lunch<br>3/1/2022 | Breakfast<br>3/7/2022 | Lunch<br>3/7/2022 | Breakfast<br>3/14/2022 | Lunch<br>3/14/2022 | Breakfast<br>3/21/2022 | Lunch<br>3/21/2022 | Breakfast<br>3/28/2022 | Lunch<br>28-Mar | Monthly<br>B | Monthly<br>L | Average Daily<br>Breakfast | Average Daily<br>Lunch |
|---------------------|-----------------------|-------------------|-----------------------|-------------------|------------------------|--------------------|------------------------|--------------------|------------------------|-----------------|--------------|--------------|----------------------------|------------------------|
| <b>Congdon</b>      | 210                   | 1346              | 252                   | 1500              | 237                    | 1628               | 295                    | 1707               | 175                    | 976             | 1169         | 7157         | 53                         | 325                    |
| <b>Denfeld</b>      | 717                   | 1952              | 937                   | 2438              | 875                    | 2423               | 892                    | 2470               | 599                    | 1395            | 4020         | 10678        | 183                        | 485                    |
| <b>East High</b>    | 945                   | 1934              | 1171                  | 2521              | 220                    | 2462               | 1236                   | 2571               | 761                    | 1453            | 4333         | 10941        | 197                        | 497                    |
| <b>Homecroft</b>    | 459                   | 1136              | 606                   | 1437              | 581                    | 1407               | 632                    | 1411               | 403                    | 841             | 2681         | 6232         | 122                        | 283                    |
| <b>Lakewood</b>     | 202                   | 510               | 340                   | 803               | 333                    | 825                | 342                    | 794                | 219                    | 471             | 1436         | 3403         | 65                         | 155                    |
| <b>Lester Park</b>  | 758                   | 1197              | 1112                  | 1804              | 1068                   | 1646               | 1146                   | 1792               | 661                    | 1094            | 4745         | 7533         | 216                        | 342                    |
| <b>Lincoln park</b> | 598                   | 1617              | 739                   | 2084              | 689                    | 1930               | 678                    | 1932               | 424                    | 1155            | 3128         | 8718         | 142                        | 396                    |
| <b>Lowell</b>       | 895                   | 1705              | 1176                  | 1780              | 1179                   | 2129               | 1169                   | 2191               | 709                    | 1230            | 5128         | 9035         | 233                        | 411                    |
| <b>Laura Macart</b> | 697                   | 833               | 828                   | 1032              | 819                    | 1046               | 820                    | 1043               | 498                    | 624             | 3662         | 4578         | 166                        | 208                    |
| <b>Myers-Wilkin</b> | 781                   | 1090              | 978                   | 1376              | 919                    | 1320               | 987                    | 1359               | 598                    | 813             | 4263         | 5958         | 194                        | 271                    |
| <b>Ordean/East</b>  | 445                   | 2245              | 459                   | 2891              | 449                    | 2712               | 496                    | 2909               | 306                    | 1688            | 2155         | 12445        | 98                         | 566                    |
| <b>Piedmont</b>     | 1085                  | 1217              | 1333                  | 1534              | 1241                   | 1483               | 1252                   | 1433               | 739                    | 865             | 5650         | 6532         | 257                        | 297                    |
| <b>Rockridge</b>    | 89                    | 84                | 105                   | 107               | 104                    | 115                | 103                    | 90                 | 41                     | 40              | 442          | 436          | 20                         | 20                     |
| <b>Stowe</b>        | 596                   | 785               | 713                   | 964               | 722                    | 962                | 715                    | 964                | 459                    | 565             | 3205         | 4240         | 146                        | 193                    |
| <b>Unity</b>        | 36                    | 57                | 39                    | 78                | 46                     | 92                 | 50                     | 78                 | 39                     | 71              | 210          | 376          | 12                         | 21                     |
|                     | 4 days                |                   | 5 days                |                   | 5 days                 |                    | 5 days                 |                    | 3 days                 |                 |              |              |                            |                        |
|                     | 8513                  | 17708             | 10788                 | 22349             | 9482                   | 22180              | 10813                  | 22744              | 6631                   | 13281           | 46227        | 98262        | 2103                       | 4470                   |
| <b>Denfeld Supp</b> | Mon-thurs             | 141               |                       | 314               |                        | 297                |                        | 279                |                        | 281             |              | 1312         | TOTAL                      |                        |
| Daily average       |                       | 141               |                       | 157               |                        | 149                |                        | 140                |                        | 140.5           |              |              |                            |                        |

### Food and Supplies availability:

Supply chain issues continue to affect our ability to get products. Paper goods and food supplies are sometimes unavailable and have all gone up in price. We continue to find suitable substitutions so that students will still get a nutritional lunch and breakfast. The USDA outlook appears to see this trend continue into the summer months.

# Facilities Management & Capital Project Status Report March 2022

## Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 137 work orders and are currently working on 206 open work orders.
- **Capital Construction**
  - Work is ongoing in the existing Facilities building on the hill. Much has been done, and the demo is completed and renovations are ongoing. The Print Shop is doing well in its renovated location.
  - Weather conditions will allow the Denfeld tower work to begin again shortly.
  - Congdon Park windows will be installed starting in early June.
  - MWE has a small roof section that will be completed this summer if materials are obtainable.

## Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation. Final proposal is being sent to the contractor.

## Construction Tasks and Master Plan “On The Hill”.

- Multiple meetings every week are being conducted on all aspects of the project.
- Twin Ports Testing is conducting an asbestos survey in CHS prior to development of the demo plan.

## Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- There are ongoing vacancies in the custodial ranks that we are working to fill.
- The contract negotiations process has begun with the Fireman and Oilers.

## Health, Safety & Environmental Management

- FM Ladders were inspected and replaced as necessary
- Hot work program added to the safety website

## Workers’ Compensation Activities

### March 2022

- First report of incidents:----- 27
- OSHA recordable incidents:----- 5
- Days away from work:----- 25
- Days of restricted work:----- 125

### 2022 YTD Incidents (January 1, 2022 - December 31, 2022)






- First report of incidents:----- 53
- OSHA recordable incidents:----- 12
- Days away from work:-----96
- Days of restricted work:----- 148

# Technology Department - March Report (3/1 - 3/22)






- **Cybersecurity**

- Google Security


- Gmail

- 1.1M Emails Accepted 
- 33K emails rejected 
  - 57K were identified as Spam 
  - 4.1K were identified as Phishing 
  - 7.5K K were identified as Spoofing 
  - 0 emails were identified as Malware

- Account Information

- 10,617 Active Accounts 
- 24.05TB of storage 
- 295.4 Files shared externally 
- 243 Suspicious login attempts 
- 1.3K Failed user login attempts 







- Data Loss Prevention (DLP) policy

- 29 High Severity Incidents that were blocked on Google Drive 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets (3/1 - 3/22)**

- 457 New Technology Support Tickets Created 
- 415 Tickets were resolved 
- 487 Tickets remain unresolved 
  - 197 Unresolved tickets are for Chromebook repairs 
- 14h 45m Average 1st response time 
- 85h 4m Average resolution time  (This increase is due to the number of Chromebooks needing repairs)

- **Projects**

- CDW-G Wireless Validation Survey was started on Monday, March 21. The on-site work should be completed by April 1. We will review the wireless survey results and look at our next steps to correct any areas that have no or weak wireless coverage.
- Bluum/Tierney Brother will be on-site starting Monday, April 18, they will upgrade the AV in our K-2 Classrooms. The AV upgrades will include the following:
  - SMART Board MX-286-V3 Touch Display
  - SMART height adjustable wall mount for the display
  - Audio Enhancement Sentinel amplification system

## **Transportation Report March 2022 Activities**

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

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 430+ routes, many field trips and coordinating with Voyageur. There are *many* updates daily.

- 41 trips happened in March, 2022
- 50 scheduled so far for April, 2022

Two drivers have completed their training. One more is in the process of finishing. Unfortunately, one driver stayed through training only to quit on the day after his test. COVID continues to be a concern, due to quarantine time.

As of February 7<sup>th</sup> 2022, the FMCSA has instituted the ELDT program for entry level drivers. This is a far more complex system than the previous and has required that Steven Johnson take lead on training since this is a new system and the protocol needs to be set. Also, since the ELDT requires that anyone training other drivers have a license the same or better than the one they are teaching for, this has removed a trainer as our router/trainer (Tobin) has not made that deadline.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

The Transportation Department is pleased to announce the replacement of one engine as we await final approval for the purchase of two new buses.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.).

With the addition of the two new buses mentioned above, the average fleet age is 6.6 years. Current average mileage is 76,962 (goal is 50,000 – 60,000).

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**and**

**PARAPROFESSIONALS**

**EFFECTIVE DATES**

**July 1, 2021  
to  
June 30, 2023**

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# AGREEMENT

Between

Paraprofessionals  
and  
Independent School District No. 709  
St. Louis County, Minnesota

## PREAMBLE

*THIS AGREEMENT* was entered into by and between *AFSCME Council 5, Local 66 and Independent School District No. 709*, St. Louis County, Minnesota.

*NOW, THEREFORE*, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE 1

### Union Recognition and Unit Description

**Section 1** - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

**Section 2** - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

## ARTICLE 2

### Definitions

The term "**School Board**" as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term "**Employer**" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "**School District**" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "**Union**" as used in this contract shall mean AFSCME Council 5, Local 66.

The term "**Appointing Authority**" as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term "**Permanent Position**" means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term "**Temporary Employee**" means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term "**Employee**" means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.

The term "**Substitute**" means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms "**Class**" or "**Class of Positions**" means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms "**Title**," "**Class Title**," or "**Classification Title**" means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

### **ARTICLE 3**

#### **Re-Employment Right**

**Section 1 - Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the

class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn his/her resignation, and who has not been restored to his/her position.

**Section 2 - Arrangement of Names on Re-Employment List.** The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of any person who, without giving a satisfactory reason, refused to accept an appointment offered to him/her or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position they will stay on the re-employment list.

**Section 3** - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

#### **ARTICLE 4**

##### **Management Rights**

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

#### **ARTICLE 5**

##### **Seniority**

**Section 1** - Seniority shall be determined by date of hire in the unit.

**Section 2** - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and maternity, shall not be counted toward seniority.

**Section 3** - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest his/her seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed his/her seniority as listed.

**Section 4** - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date the break in the tie shall be determined as follows. First, the employee with the earliest birth month; second, the employee with the earliest birthday in that month and; lastly, if still ties, by the flip of a coin.

## **ARTICLE 6**

### **Probation**

**Section 1 - Probation Period.** Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on his/her part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving his/her remaining initial probation period, but in no case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if he/she fails to complete all professional development requirements

**Section 2 - Rejection on Probation.** The appointing authority may at any time before the expiration of the probation period fixed according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

**Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List.** Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and in case he/she is not restored to his/her former position, the appointing authority shall place his/her name on the re-employment list.

## **ARTICLE 7**

### **Vacancies, Transfers, Promotions, Demotions, Reclassifications**

**Section 1 - Vacancies.** A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy.

**Section 2 - Vacancies from the first (1<sup>st</sup>) day of school with students, until the last day of the first (1<sup>st</sup>) Middle/High School term, shall be posted.** Employees may bid on and accept only one (1) bid, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies occurring

from the first day of the second Middle/High School term through the last day of the school year will be considered temporary and will need to be posted for the following year. Vacancies shall be filled by most senior capable, qualified and eligible bidders. Internal applicants selected will be temporary appointees and will be placed on the re-employment list at the completion of their temporary appointment. They will then go through the displacement process conducted after the end of the school year.

External applicants who work in excess of the sixty-seven (67) day requirement will be placed on the re-employment list and are eligible to participate in the displacement process conducted after the end of the school year.

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

**Option.** The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an **“option”**. Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

**Section 3 – Posting Vacancies Will Occur as Follows.** The first day of the school term through the last day of school, postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Postings will go up at 4:00 p.m. and close at 4:00 p.m.

All postings shall be posted on the School District’s website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on his/her behalf with the Human Resources Department.

**Section 4 – Temporary Re-Assignments.** Any temporary re-assignments of twenty-four (24) hours or more and anticipated to last more than sixty-seven (67) days, shall be posted as a temporary re-assignment. The eligible bidder who accepts the position will be ineligible to bid again until the end of the temporary assignment or the April 1 postings. The School District will fill the position vacated for the temporary assignment by utilizing the re-employment list first, and then the sub pool list. Should there be no eligible bidders the re-assignment shall be filled first from the re-employment list and then the sub pool list.

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for an undetermined period of time to cover the shortage. A list of volunteers will be created by the District. In there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade.

Temporary positions anticipated to last less than sixty-seven (67) days will be filled first (1<sup>st</sup>) from the re-employment list and then from the sub pool list.

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

**Section 5 - Overtime.** Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) his/her regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or his/her designee. Overtime shall be computed to the nearest fifteen (15) minutes.

**Section 6 – Lunch Period.** Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school’s regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

**Section 7 – Classifications.** The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

**Section 8 – Pay Periods, Direct Deposit, Rates of Pay.**

- a. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.
- b. Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15<sup>th</sup> or the last day of the month. The District must provide employees at least two months’ written notice prior to converting to a twice-monthly pay schedule.
- c. Wage rates and step procedures shall be paid all employees as per Addendum A1.
- d. When an employee is promoted to a position with higher pay, the employee’s salary shall be increased to that salary in the new pay range, which is next over the salary the employee was receiving prior to promotion. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section d. However, if at any time an employee is promoted to a pay level previously held, the employee shall receive the same step in the wage schedule that they previously held. In no case will an employee who is promoted to a previously held position receive a

lower rate of pay than was paid before. These employees shall continue to progress through the pay steps as though they had not left the previous position.

When employees are demoted to a lower classified position, the employee shall remain at the same step in the new (lower) pay range, or be placed at a previously held step in the pay range, whichever is higher, and shall continue through the steps as though they had not been demoted.

When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.

- e. Beginning with the 2022-23 contract year, newly hired employees shall be hired on the salary schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the salary schedule. Employees thereafter shall advance steps based on the timelines set forth in the salary schedule.
- f. Except those specified to the contrary in Section c, employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time he/she shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.
- g. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.
- h. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.
- i. Appointing authority shall make recommendations to School Board for demotion. The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she does not agree with the appointing authority's recommendations.

## **ARTICLE 8**

### **Displacement/Layoff Procedure**

**Section 1** - When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week

during a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

- a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement;
- b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

| <b>CLASSIFICATION I</b>  |  |
|--|--|
| Instructional Paraprofessional<br>(Headstart, Title I, ECFE, Learning Readiness) | Special Education Paraprofessional/ Student Specific |
| Health Paraprofessional  | Special Education Paraprofessional/LPN               |
| Health Paraprofessional/LPN  | Special Education Program Paraprofessional           |
| Media Paraprofessional   | Supervisory Paraprofessional                         |
| Special Education Paraprofessional/BW  | Early Childhood Supports and Screening Assistant     |

| <b>CLASSIFICATION II</b>                        |   |
|---|---|
| Asian Oriented Paraprofessional                 | Integration Specialist/ Cultural Facilitator Paraprofessional |
| Certified Lifeguard Paraprofessional            | Licensed Cued Speech Transliterater                           |
| Certified Occupational Therapy Assistant (COTA) | Licensed Sign Language Interpreter/Transliterater             |
| Child Care Paraprofessional                     | Management Information Systems                                |
| Community Liaison Paraprofessional              | Mental Health Practitioner                                    |
| Cultural Center Paraprofessional                | Physical Therapy Assistant (PTA)                              |
| Cultural Immersion Program Paraprofessional     | Pre-licensed ASL Interpreter                                  |
| Cultural Liaison Paraprofessional               | Pre-licensed Cued Speech Transliterater                       |
| ELL   | Language Facilitator-Sign                                     |
| Experience Center Manager                       | Special Education Paraprofessional/ RN                        |
| Family Service Workers                          | Technical Tutor   |
| Graphic Artist                                  | Technical Tutor/Auto Mechanic                                 |
| Indian Oriented Paraprofessional                | Technical Tutor//Evaluation & Testing                         |
| Indian Student Services Coordinator             | Technical Tutor/Industrial Technician                         |
| American Indian Home School Liaison             | Transition Liaison Paraprofessional                           |

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

- c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
- d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
- e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.

- f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
- g. This Article shall be grievable pursuant to Article 13 of this Agreement.

**Section 2** - In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

**Section 3 - Employees Choosing Not to Exercise Their Bumping Rights.** Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off. Such employees may apply for substitute positions but shall not be given first preference as covered by 1(e) of this Article.

**Section 4** – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

## ARTICLE 9

### **Summer Work Assignments**

**Section 1** - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

- a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.
- b. By total School District seniority per request of those who qualify.
- c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

**Section 2** - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

- a. Offered first to the employee who performed the job during the school year.
- b. Offered to the most senior employee in the program classification as defined in Article 8.
- c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
- d. By total School District seniority.

All employees who are employed during the summer recess shall be paid at the rate of the classification in which they are assigned.

## **ARTICLE 10**

### **Suspensions**

**Section 1 - Suspension.** The appointing authority and, in his/her absence, the designee acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

**Section 2 - Employee to Be Notified of Suspension.** In case the appointing authority or his/her designee acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she disagrees with the action of the appointing authority.

## **ARTICLE 11**

### **Resignations**

**Section 1 - Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

**Section 2 - Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

**Section 3 - Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list.

**Section 4 - Resignation May Be Presumed in Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

## ARTICLE 12

### Removals

**Section 1 - Removals.** Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

**Section 2 - Causes for Removal.** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

- a. That the employee is incompetent or inefficient in the performance of his/her duties.
- b. That the employee has been wantonly careless or negligent in the performance of his/her duties.
- c. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
- d. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
- e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
- f. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.
- g. That the employee has been convicted of a criminal offense.
- h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
- i. Employee's job performance is impaired due to his/her tardiness or absence from work.
- j. That the employee removed public or personal property from his/her place of employment without the owner's or supervisor's approval.
- k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

**Section 3 - Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

**Section 4 - Charges to State Grounds for Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.

**Section 5 - Appointing Authority to Mail Notice of Charges to Employee.** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 13 of this Agreement if he/she does not agree with the action of the appointing authority.

**Section 6 - Removed Employee Not Eligible to Compete for Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District.

## ARTICLE 13

### **Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### Definitions

A "**Grievance**" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

The "**Aggrieved Employee**" is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

The term "**Days**" when used in this grievance procedure shall refer to working days.

### Representation Rights

**Section 1** - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

**Section 2** - The aggrieved employee reserves the right to be represented by a representative of his/her choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

### **Step I**

The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then his/her immediate supervisor, other than a member of the Teachers' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to him/her.

### **Step II**

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or his/her designee shall set a hearing within twenty (20) days of the filing of an appeal with him/her by the aggrieved employee, or within twenty (20) days of communication to him/her (the Human Resources Manager or his/her designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or his/her designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of his/her decision in writing within ten (10) days of the hearing.

### **Arbitration**

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter, or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of

this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

### **Miscellaneous Provisions**

**Section 1** - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event, or default of the School District, School Board, its employees, agents, or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

**Section 2** – The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

**Section 3** - Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

**Section 4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**Section 5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**Section 6** - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the

Union representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during work hours.

**Section 7** - Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 14**

### **Leaves**

#### **Section 1 - Sick Leave.**

- a. Employees holding a position in the classified service who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Such leave may not be used during the first six (6) months of active employment with the School District. Employees will not accrue sick leave during summer work assignments. However, employees may use accumulated sick leave when ill during summer work assignments. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 20, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)
- b. **Sick Leave - Family Leave.** Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness, or injury in the immediate family requiring the care or attendance of employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of the above-listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave. No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).
- c. **Death in Family.** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons

covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  2. Definition of "**family**" under death in the family shall constitute members of the immediate family including spouse, father, mother, brother, sister, child (biological, step, adopted or foster), grandparent, grandchild, in-laws, aunts, uncles, nieces and nephews. This shall also apply to domestic partners as defined by City of Duluth Legislative Code Chapter 29D, Section 29D 1 through 5.
- d. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- e. **The Appointing Authority Shall Require Certificate of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable medical professional.

In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

- f. **Sick Leave Bank.** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three paraprofessionals appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or his/her designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or his/her designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

### **Section 2 - Special Leave of Absence.**

- a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this

Article. The leave of absence will be considered a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of his/her intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.

- b. Special leave to be in writing. Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- c. Union Leave. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

Reinstatement after leave. An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.

Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.

Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.

When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

**Section 3 - Special Leave of Absence (FMLA & Parental).**

- a. **Parental Leave.** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the School District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act Policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act Policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual Agreement of the School District.

- b. **Special Leave of Absence (FMLA).** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

**Section 4 - School Board to Determine Status of Employee on Return.**

- a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list. Employees are normally reinstated to their original position where the leave is mandated by state statute.

**Section 5 - Military Leave of Absence.**

- a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
  - 1. That the position has not been abolished;

2. That the employee is not physically or mentally disabled from performing the duties of such position;
  3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
  4. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
- c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
  - d. **Employee on Probation May Receive Military Leave of Absence.** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
  - e. **Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.
  - f. **Name of Substitute to Be Placed on Re-Employment List.** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.
  - g. **Substitute May Be Appointed as Regular Incumbent.** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.
  - h. **Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.
  - i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.

**Section 6 - Jury Duty.**

- a. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.
- b. While on jury duty an employee will be paid the regular contractual salary of the job, which they were scheduled to work. However, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

**Section 7** - Any other reason for which the granting of a leave of absence is required by law.

**Section 8** - Any paraprofessional on leave of absence may, if he/she so elects, remain in the School District's hospitalization group provided he/she pays all the premiums in advance to the School District.

**Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.**

- a. **Holidays.** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:

Labor Day  
 Education Minnesota in October  
 Thanksgiving -Fourth Thursday in November  
 The day after Thanksgiving  
 Christmas Eve – December 24  
 Christmas Day – December 25  
 New Year's Eve Day – December 31  
 New Year's Day – January 1  
 Presidents' Day – Third Monday in February  
 First day of spring recess  
 Memorial Day – Last Monday in May

For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

- b. **Personal Leave.** All employees within the bargaining unit may take three (3) personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will be deducted from the employee's sick leave balance.
- c. **School Closing.** When a school or schools are closed by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first day with no deduction from the employee's sick leave balance. Any additional days will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.
- d. **Spring Break Make-up Time.** *(Effective June 30, 2015, spring break make-up time will sunset at the end of the work day.)*

1. The Collective Bargaining Agreement between the parties is hereby revised to provide that the paraprofessionals shall have the option to make-up two (2) days' worth of time per school year as is currently being done as "**Spring Break Make-Up Time**". A day shall be defined as equal to the hours the individual paraprofessional regularly works in one (1) day.
  2. The paraprofessionals who have previously qualified for the additional day will remain as negotiated.
  3. Anyone hired with a hire date of September 1, 1999 or greater will only get two (2) days of make-up time.
  4. If the School District returns to daytime conference, the members of the paraprofessional unit shall be allowed to work those days.
- e. **Two Hour Late Start.** When a school or schools start two (2) hours late by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

**Section 10 – Vacations.** Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive an assignment to be worked during the summer months that is an assignment designated as a contract extension, and work a minimum of ten (10) hours per week during the extension period shall be entitled to earn vacation in accordance with the following schedule:

| Number of Weeks Worked | Vacation Earned |
|------------------------|-----------------|
| 41                     | 3 Days          |
| 42                     | 3 Days          |
| 43                     | 4 Days          |
| 44                     | 4 Days          |
| 45 or More             | 5 Days          |

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding twelve (12) month period at times that meet with the approval of the employee's supervisor.

## **ARTICLE 15**

### **Employee Personnel Files and Policies**

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

**Section 1** - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

**Section 2** - All service ratings shall be reviewed with the employee by his/her supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

## **ARTICLE 16**

### **Union Security**

**Section 1** - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "**fair share**" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

**Section 2** - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 17**

### **Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

## **ARTICLE 18**

### **No Strike Clause**

AFSCME Council 5, Local 66 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement, except as otherwise permitted by law.

## ARTICLE 19

### **Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

## ARTICLE 20

### **Insurance and Hospitalization Coverage**

**Section 1 – Eligibility.** The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

**Section 2 – Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 3 – Life Insurance.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional life insurance. Only such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 4 – Long Term Disability (LTD).** The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits

the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

**Section 5 – Leaves of Absence.** An employee must be on a paid status on the first workday of each month in order to be eligible for the School District’s insurance plans. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay at the beginning of any month, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

**Section 6 – Summer Coverage.** Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, or FMLA on the last day of the school year to be eligible for July and August.

**Section 7 - Health Care Savings Plan (HCSP).**

1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee’s daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District’s group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

**Section 8 - Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

## **ARTICLE 21**

### **Work Related Damage to Personal Items**

When an employee, while on the job with ISD 709, suffers the loss of his/her eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

## **ARTICLE 22**

### **Professional Development**

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least three (3) days of job appropriate in-service training to be offered during student conferences or teacher in-service days. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals.

## **ARTICLE 23**

### **Renewal**

**Section 1** - This Agreement shall continue and remain in full force and effect until the first day in July 2020, and from year to year thereafter unless either party hereto shall give written notice to the other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2020; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement. Notice and substance of changes desired shall be included with the written notice. The other party shall have fifteen (15) days thereafter to respond with its proposals.

**Section 2** - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

AFSCME COUNCIL 5, LOCAL 66

INDEPENDENT SCHOOL DISTRICT NO. 709

By: \_\_\_\_\_  
Field Representative

By: \_\_\_\_\_  
Chairperson, School Board

By: \_\_\_\_\_  
Field Director

By: \_\_\_\_\_  
Clerk, School Board

By: \_\_\_\_\_  
Local 66 President

**ADDENDUM A1  
2021-2022 WAGES**

| Pay Grp | Classifications  | Step 1<br>0-12<br>mos. | Step 2<br>12+<br>mos. | Step 3<br>2+<br>yrs. | Step 4<br>4+<br>yrs. | Step 5<br>6+<br>yrs. | Step 6<br>8+<br>yrs. | Step 7<br>10+<br>yrs. | Step 8<br>12+<br>yrs. | Step 9<br>14+<br>yrs. |
|---------|--|------------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| 1       | Instructional Paraprofessional   | 15.03                  | 15.83                 | 15.98                | 16.12                | 16.31                | 16.54                | 16.76                 | 16.99                 | 17.31                 |
| 2       | ECFE Paraprofessional<br>Learning Readiness Paraprofessional<br>Media Paraprofessional<br>Title I Paraprofessional<br>Early Childhood Support and Screening Assistant  | 15.73                  | 16.57                 | 16.71                | 16.84                | 17.01                | 17.26                | 17.45                 | 17.72                 | 18.02                 |
| 3       | Certified Lifeguard Paraprofessional<br>Supervisory Paraprofessional   | 16.44                  | 17.32                 | 17.43                | 17.60                | 17.76                | 18.01                | 18.21                 | 18.43                 | 18.77                 |
| 4       | Asian Oriented Paraprofessional<br>Headstart Paraprofessional<br>Health Paraprofessional<br>Indian Oriented Paraprofessional<br>Sign Language Facilitator<br>Special Education Building-wide Paraprofessional<br>Special Education Student-Specific Paraprofessional<br>Special Education Program Paraprofessional   | 17.38                  | 18.20                 | 18.32                | 18.48                | 18.70                | 18.89                | 19.13                 | 19.34                 | 19.67                 |
| 5       | American Indian Home School Liaison<br>Child Care Paraprofessional<br>Community Liaison Paraprofessional<br>Cultural Center Paraprofessional<br>Cultural Immersion Program Paraprofessional<br>Cultural Liaison Paraprofessional<br>Family Service Worker<br>Indian Student Services Coordinator<br>Integration Specialist/Cultural Facilitator<br>Paraprofessional<br>Management Information Systems Paraprofessional<br>Technical Tutor<br>Technical Tutor/Auto Mechanic<br>Technical Tutor/Evaluation & Testing<br>Technical Tutor/Industrial Technician<br>Transition Liaison Paraprofessional | 18.49                  | 19.28                 | 19.43                | 19.61                | 19.74                | 19.93                | 20.23                 | 20.41                 | 20.74                 |
| 6       | Certified Occupational Therapist (COTA)<br>Experience Center Manager<br>Graphic Artist<br>Health Paraprofessional/LPN<br>Physical Therapy Assistant (PTA)<br>Special Education Paraprofessional/LPN  | 22.29                  | 23.09                 | 23.28                | 23.44                | 23.56                | 23.81                | 24.02                 | 24.22                 | 24.51                 |
| 7       | Mental Health Practitioner<br>Pre-Licensed ASL Interpreter*<br>Pre-Licensed Cued Speech Transliterater*<br><small>*Must have completed certification as required for District reimbursement.</small>   | 23.43                  | 24.17                 | 24.34                | 24.47                | 24.62                | 24.90                | 25.07                 | 25.33                 | 25.61                 |
| 8       | Licensed Cued Speech Transliterater<br>Licensed Sign Language Interpreter/Transliterater<br>Special Education Paraprofessional/RN  | 28.11                  | 28.60                 | 29.67                | 30.77                | 31.83                | 32.92                | 34.00                 | 35.10                 | 36.20                 |

Longevity - Employees with twenty (20) years of service based on their seniority date will receive \$360 per year to be paid in a lump sum amount on the second pay period in May of each year.

**ADDENDUM A2  
2022-2023 WAGES**

| Pay Grp | Classifications  | Step 1<br>0-12<br>mos. | Step 2<br>12+<br>mos. | Step 3<br>2+<br>yrs. | Step 4<br>4+<br>yrs. | Step 5<br>6+<br>yrs. | Step 6<br>8+<br>yrs. | Step 7<br>10+<br>yrs. | Step 8<br>12+<br>yrs. | Step 9<br>14+<br>yrs. |
|---------|--|------------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| 1       | Instructional Paraprofessional   | 15.37                  | 16.18                 | 16.34                | 16.49                | 16.68                | 16.92                | 17.14                 | 17.38                 | 17.70                 |
| 2       | ECFE Paraprofessional<br>Learning Readiness Paraprofessional<br>Media Paraprofessional<br>Title I Paraprofessional<br>Early Childhood Support and Screening Assistant  | 16.08                  | 16.95                 | 17.08                | 17.22                | 17.40                | 17.65                | 17.85                 | 18.12                 | 18.42                 |
| 3       | Certified Lifeguard Paraprofessional<br>Supervisory Paraprofessional   | 16.81                  | 17.71                 | 17.83                | 17.99                | 18.16                | 18.41                | 18.62                 | 18.84                 | 19.20                 |
| 4       | Asian Oriented Paraprofessional<br>Headstart Paraprofessional<br>Health Paraprofessional<br>Indian Oriented Paraprofessional<br>Sign Language Facilitator<br>Special Education Building-wide Paraprofessional<br>Special Education Student-Specific Paraprofessional<br>Special Education Program Paraprofessional   | 17.77                  | 18.61                 | 18.74                | 18.89                | 19.12                | 19.31                | 19.56                 | 19.77                 | 20.12                 |
| 5       | American Indian Home School Liaison<br>Child Care Paraprofessional<br>Community Liaison Paraprofessional<br>Cultural Center Paraprofessional<br>Cultural Immersion Program Paraprofessional<br>Cultural Liaison Paraprofessional<br>Family Service Worker<br>Indian Student Services Coordinator<br>Integration Specialist/Cultural Facilitator<br>Paraprofessional<br>Management Information Systems Paraprofessional<br>Technical Tutor<br>Technical Tutor/Auto Mechanic<br>Technical Tutor/Evaluation & Testing<br>Technical Tutor/Industrial Technician<br>Transition Liaison Paraprofessional | 18.90                  | 19.72                 | 19.86                | 20.05                | 20.19                | 20.38                | 20.68                 | 20.87                 | 21.20                 |
| 6       | Certified Occupational Therapist (COTA)<br>Experience Center Manager<br>Graphic Artist<br>Health Paraprofessional/LPN<br>Physical Therapy Assistant (PTA)<br>Special Education Paraprofessional/LPN  | 22.79                  | 23.61                 | 23.81                | 23.96                | 24.09                | 24.35                | 24.56                 | 24.77                 | 25.06                 |
| 7       | Mental Health Practitioner<br>Pre-Licensed ASL Interpreter*<br>Pre-Licensed Cued Speech Transliterater*<br><small>*Must have completed certification as required for District reimbursement.</small>   | 23.95                  | 24.72                 | 24.88                | 25.02                | 25.18                | 25.46                | 25.64                 | 25.90                 | 26.19                 |
| 8       | Licensed Cued Speech Transliterater<br>Licensed Sign Language Interpreter/Transliterater<br>Special Education Paraprofessional/RN  | 28.74                  | 29.24                 | 30.34                | 31.46                | 32.55                | 33.67                | 34.76                 | 35.89                 | 37.01                 |

Longevity - Employees with twenty (20) years of service based on their seniority date will receive \$360 per year to be paid in a lump sum amount on the second pay period in May of each year.

## **ARTICLE I**

### **Recognition**

- A. The School District hereby recognizes the Duluth Federation of Teachers, Local 692, as the exclusive bargaining representative of all teachers of the District as defined in this Agreement and in the Public Employment Labor Relations Act of 1971, as amended, and of all professional personnel employed as registered or public health nurses, physical therapists, occupational therapists, and Head Start teachers. Further: Any teacher represented by the D.F.T. shall have the right to meet with and consult with a Union representative at their worksite.

#### **Access to membership lists**

By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, telephone numbers, email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with in five days.

#### **Access to worksites**

Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor of his/her designee. Such visits shall not interrupt normal work responsibilities.

#### **Maintenance of membership**

Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office with in that week.

1. Teachers shall mean all persons in the unit employed by the School District in a position for which the person must be licensed by the State Board of Education, whether compensated according to Exhibit "B" or on a per diem, hourly or class rate basis, specifically including but not limited to:
  - a. Classroom Teachers
  - b. Counselors
  - c. Media Specialists
  - d. Psychologists
  - e. Social Workers
  - f. Work Experience Teachers (WECEP, WED, WEH)
  - g. Special/Vocational Teacher Coordinators
  - h. Speech Language Pathologists
  - i. Curriculum Technology Integrators
  - j. Vocational Education Advisors
  - k. Teachers Employed Under Federal and/or State Grant Programs

- l. Early Childhood Teacher
  - m. Parent Educator
  - n. Support Service Managers/Special Education Case Managers
  - o. Helping Teachers/Teachers on Special Assignment
  - p. Staff Developers
  - q. Nurses
  - r. Chemical Health Specialists
  - s. Activities Director
  - t. Facilitator for QSC
  - u. Elementary Specialists
2. Teachers shall not include:
- a. Superintendent
  - b. Assistant Superintendents
  - c. Principals
  - d. Assistant Principals
  - e. Administrative Assistants
  - f. Confidential Employees as Defined in Minnesota Statutes 179A.03, Subd. 4
  - g. Supervisory Employees as Defined in Minnesota Statutes 179A.03, Subd. 17
  - h. Administrative Trainees
  - i. Department heads who devote more than fifty percent (50%) of their time to administrative or supervisory duties.
  - j. Employees hired to replace an absent teacher where the substitute is employed for thirty (30) or less working days as a replacement for that teacher.
- B. Adult vocational teachers who work less than three hundred (300) hours in any school year. When a new classification requiring a license is to be established which is not clearly supervisory, the Union will be notified in writing not less than fifteen (15) days prior to the hiring of a person or persons to fill the position or positions and the parties shall promptly meet to agree whether such classification should be included or excluded under this Agreement, and if included, the terms and conditions of employment therefore. If no Agreement is reached regarding inclusion in, or exclusion from the bargaining unit, either party may petition the Minnesota Bureau of Mediation Services to make such determination subject to all rights of appeal under the PELRA. Pending the determination and resolution of all such issues, including the terms and conditions of employment, the School Board may appoint a person or persons to fill such position or positions, provided that the School District has posted notice of the availability of such positions to be filled and the parties have met at least once as provided above.
- C. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Facilitator for QSC.

## **ARTICLE II**

### **Purpose And Scope Of Agreement**

The School District and the Union recognize a common responsibility to work together toward the achievement of quality education. The attainment of this directive requires mutual cooperation between both parties and all members of the staff.

To promote this objective the parties have agreed upon the following terms relating to terms and conditions of employment which shall be applicable to all personnel of the School District covered under this Agreement. Neither the School District nor any employee covered by this Agreement shall enter into any agreement either written or unwritten which is in violation of this Agreement.

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by this Agreement or by applicable law or the regulations of the Minnesota State Board of Education.

In carrying out the terms and conditions of this Agreement, neither the Union nor the School District will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, sexual orientation or physical impairment to the extent prohibited by law.

### **ARTICLE III**

#### **Grievance Procedure And Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

##### **A. Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

##### **B. Representation Right**

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

##### **C. Procedure**

1. ***Step I*** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, President or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal, President or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. ***Step II*** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent shall set a

hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal, President or Supervisor rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and

signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

5. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
  - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
  - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
  - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE IV**

### **Assignment And Transfer**

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school and class for which they are qualified and have the greatest interest, consistent with the needs and requirements of the School District.
- B. Procedures for posting and application assignment and transfer:
  1. Posting
    - a. Newly established positions or positions that are vacated during the school year by retirement, resignation or death shall be posted not more than fifteen (15) working days after it has been determined through official School Board action that such vacancy is about to occur.

- b. Positions that are vacated during the school year resulting from a transfer to another position shall be posted not more than fifteen (15) days after acceptance of such transfer.
  - c. Positions that are vacant resulting from the incumbent being selected for another position effective with the next school year will be posted within ten (10) days after acceptance by the incumbent of a new position.
  - d. Positions which are vacated due to reasons listed above will be posted and filled in accordance with this Article with the successful applicant assuming the position with the start of either the semester or next school year.
  - e. When a position is awarded with the successful applicant assuming the position at a later date, the position may be filled on a temporary basis for the remainder of the semester or year by an employee hired in accordance with this contract and State statute.
  - f. All postings shall be posted outside of Human Resources of the administration building with a copy of each notice furnished to the Union posted on the School District's website and posting of vacancies that occur during the school year will be emailed to all sites for posting.
  - g. Positions posted on or after August 15 shall not be filled until after one working day has elapsed after the date of posting. Positions filled pursuant to a one (1) day posting on or after August 15 shall be re-posted prior to the beginning of the next school year.
2. Application Timeline
- a. Applications shall be submitted within five (5) working days of the posting to be considered for the vacancy except as provided in B.1.g. of this Article.
3. Posting Notices
- a. Each position that is posted shall be described with minimum qualifications and assigned building(s).
- C. The following provisions shall apply in the filling of new or vacant positions:
1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
  2. The most senior applicant will be selected to fill the position except as follows:
    - a. Newly established or vacant positions for Teachers on Special Assignment (TOSA), Curriculum Specialist, Activities Director and Assertive Discipline may be filled by the District based on the unique qualifications needed for the position.
    - b. A less senior applicant may be chosen in a maximum of five percent (5%) of the positions posted to date in the current school year. A position filled with a less senior applicant pursuant to Section C.2.a., immediately above, does not count toward the five percent (5%) maximum.
  3. An applicant will not be awarded more than two (2) transfers during any contract year.
  4. Posting Timeline:
    - a. Normal Posting Timeline: Once an applicant has been informed in person (i.e., face-to-face or telephone is acceptable; a voice message is unacceptable) that he/she is being offered the position, he/she will have two (2) District workdays to inform the District of his/her decision to accept the position. If the applicant does not notify the District of his/her decision to accept the position within two (2) District workdays, he/she waives any right to the position and the next most senior applicant (subject to the limitations contained in paragraphs 1., 2., and 3. above) will be offered the position and will be subject to the same timeline for acceptance of the position.
    - b. One-Day Posting Timeline: An applicant offered a position as a result of a posting pursuant to Article IV. B.1.g. shall be subject to the timeline contained in Paragraph a. above, except that the applicant shall have until 9:00 a.m. the following District workday to notify the District of his/her decision to accept the position. If the applicant does not so inform the District, he/she waives any right to the position.
  5. The administration shall keep accurate records which will identify the positions which were posted, the number and seniority rank of the applicants, those who were interviewed, and the successful applicant. This information shall upon request be made available to the Union.
- D. Transfers necessitated by school closings or reduction of staff shall be accomplished by those employees so affected applying for vacancies for which they are qualified and being transferred in accordance with Paragraph D. of this Article.

Transfers due to reduction of staff shall be accomplished by retaining the senior employees in those positions which remain provided they are properly licensed for those positions, unless conditions exist justifying a variance from the normal rule. Conditions justifying a variance exist whenever:

1. An existing academic program would be eliminated by this process.
2. There would be a significant adverse impact upon an existing academic program for students.
3. There would be a significant adverse impact upon an existing extra-curricular program for students; e.g., no other teacher within the building is qualified to assume the extra-curricular assignment in which the teacher's presence in the building during the school day is needed; the continuity of the extra-curricular program is adversely affected. (The Principal shall have determined that a qualified replacement does not exist from within the building before initiating the transfer process.)

Whenever a less senior teacher is retained, written reasons for such variance shall be given to the teacher being transferred and the Union.

A senior teacher being transferred may appeal to a Transfer Review Committee and the decision of such committee shall be final and binding. The Transfer Review Committee shall be composed of five (5) members consisting of one (1) School Board member appointed by the Chairperson of the School Board; two (2) administrators appointed by the Superintendent; and two (2) persons appointed by the Union. Alternates for each of the five (5) members may also be appointed.

Transfers due to school closings shall be made prior to July 1 of each school year.

- E. Transfers due to administrative requests shall be identified by April 1 by a letter of notification of such request, including the reason for said request. Such teachers may apply for vacant positions under Paragraph D. of this Article. If denied a position or if no application is made, administrative transfers up to three percent (3%) of the bargaining unit may be made. Administrative reassignments occurring pursuant to Paragraph D. of this Article or administrative realignment of the assigned schools of elementary media specialists, physical education specialists, art specialists, music specialists and music itinerant teachers shall not be considered as unrequested transfers.

The requirements of this Section do not apply to unrequested transfers made to accomplish realignment as described in *Strand vs. Special School District No. 1*. If a teacher is transferred to another licensure area as a result of such realignment and circumstances thereafter change that remove the necessity of the transfer the District shall give immediate notice to the teacher of the option to be reinstated to his/her former position. The teacher will have two (2) District workdays to inform the District of his/her decision to accept the position. If the applicant does not notify the District of his/her decision to accept the position within two (2) workdays, he/she waives any right to the position. Any teacher thereafter entitled to the position will be offered the position and will be subject to the same timeline for acceptance of the position.

F. **Federal Grant and Special Services Departments**

1. New positions and vacancies shall be filled pursuant to Sections B and C of this Article.
2. The following staff may be affected by the provisions hereinafter stated:
  - a. Head Start
  - b. LD and EBD Teachers - Except secondary and elementary teachers assigned to self-contained classrooms are subject to transfer pursuant to Section D of this Article. Elementary teachers in self-contained classrooms may be reassigned due to the lack of physical space needed for primary subjects pursuant to Section F of this Article.
  - c. Psychologists
  - d. Social Workers
  - e. Speech Language Pathologists
  - f. Nurses
  - g. Occupational Therapists
  - h. Physical Therapists
  - i. New positions placed in unit pursuant to Article I when assigned to two (2) or more buildings.
3. Staff referred to in Paragraph 2. above shall be subject to changes:

- a. At any time during the school year, whenever increases and/or decreases in number of children identified for their services pursuant to the Regulations and Guidelines of the State Department of Education; or
- b. Development of new programs; or
- c. Increases and decreases in staff occur. (A decrease in staff does not occur allowing a permanent reassignment where there is a temporary decrease during the posting and hiring process to fill a vacancy.)

Whenever possible, reassignments for the following year shall be made prior to the close of the school year.

A written notice shall be given to the teacher(s) affected, stating the reason(s) for reassignment at least twenty (20) calendar days prior to reassignment, with a copy also going to the Senior Human Resources Manager and the Union.

- 4. Any teacher objecting to a transfer of assignment pursuant to this Section may appeal the decision to a Special Service Transfer Review Committee which shall be composed of five (5) members, two (2) administrators appointed by the Superintendent; two (2) employees appointed by the Union, and one (1) School Board member appointed by the Chairperson of the School Board. The decision of the Special Service Transfer Review Committee shall be final and binding.
- G. In the interest of reducing travel time and cost, the D.F.T. and District agree that whenever two (2) teachers occupy the positions at two (2) buildings which total 2.0, the District, with agreement of the teachers, may combine part-time positions to constitute two (2) 1.00FTE positions. The most senior of the teachers will have his/her choice of position

## ARTICLE V

### Leaves Of Absence Without Pay

- A. Leaves of absence without pay shall be granted upon written application to the Senior Human Resources Manager for the following reasons:
  - 1. **Military** leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  - 2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the teacher must request the parental leave in writing to the Senior Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the teacher shall be assigned to the teacher's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the teacher would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the teacher not been on parental leave, then the teacher is not entitled to reinstatement in the teacher's former position and, in such circumstances, the teacher shall retain all rights under the layoff and re-employment provisions of this Agreement as if the teacher had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the teacher is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Teachers may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a semester or

academic school year unless mutually agreed by the teacher and the District that it expire at another time.

3. **Family and Medical Leave Act:** Teachers shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.
  4. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.07, subd. 6.
  5. **A full time program of study** related to the employee's licensed field, provided application is made prior to April 1, or approved by the Superintendent if application is made after April 1, for the following school year. Such leave shall be for a period of one (1) school year. The number of such leaves shall be not more than ten (10) persons in any one school year, nor more than ten percent (10%) of the persons in any field of certification or one (1), whichever is greater.
  6. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
  7. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.
  8. All proposed changes in Board policy related to leaves of absence without pay shall be reviewed by a sub-committee of the District-wide Quality Steering Committee.
- B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with.
  2. Medical and parental leave of absence of less than eighty (80) working days in any school year.
  3. Exchange teaching programs with schools in Minnesota or in other states, territories or countries.
  4. Federal, foreign or military teaching programs.
  5. The Peace Corps, Teacher's Corps, or Job Corps, if the individual is a full-time teacher in such program.
- C. Any teacher on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums monthly.

## **ARTICLE VI**

### **Personal Leave Day**

- A. Three (3) personal leave days to be used at the discretion of the teacher under the following guidelines:
  1. A written request shall be submitted to employee's Principal or other immediate supervisor at least five (5) days prior to the requested leave day.
  2. Upon confirmation of the leave by the Human Resources Department, the employee will request a substitute through the District's phone system. If no substitute is needed, the phone system shall be used to record the reason for the absence. Use of the phone system and recording of the absence will not authorize the leave unless it has been approved by the Human Resources Department.
  3. In emergency situations written requests may be submitted after the fact, however, it is understood that the teacher will assume the responsibility in such an emergency of notifying the building Principal or other immediate supervisor at the earliest possible time.
- B. Deduction for personal leave shall be from accumulated sick leave.
- C. No personal leave days may be carried over from one school year to the next school year. Not more than fifty (50) contract teachers of the bargaining unit may be allowed to take personal leave on the same day except that no more than forty (40) contract teachers may be allowed personal leave on Mondays and Fridays or a workday immediately preceding or following a holiday or recess period referred

to in Exhibit C of this Agreement. Requests will be honored on a first-come first-served basis upon receipt of the request in the Human Resources Department of the District.

- D. Teachers with a balance to be paid to the sick leave bank will not be allowed to use personal leave until the balance is repaid.

## **ARTICLE VII**

### **Leaves Of Absence With Pay**

- A. **Absences with pay** shall be granted for the following reasons:
1. Time necessary to submit to one (1) Selective Service physical examination per year.
  2. Military leave of absence with pay as required by law.
- B. **Absences with pay** may be granted by the Superintendent for the following reasons:
1. Visits to another school
  2. Educational conference, workshop or convention
  3. Service as a member of a committee, task force or commission relating to education appointed by the Federal or State government.
  4. Reasonable time for Union business upon written request by the Union and payment by the Union of the cost of substitutes required.
  5. Other reasons deemed appropriate.
- C. **Sick Leave Allowance**
1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of two hundred ten (210) days. (i.e. no buffer)
  2. Holidays which occur during absence on account of personal illness, death in family, or family leave shall be compensated for and shall not be deducted from sick leave.
  3. An employee who fails to report on the first day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave or sick leave bank.
  4. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
  5. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
  6. A teacher who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the teacher from performing the duties of his/her position. Such a leave shall not be deducted from the teacher's accumulated sick leave.
  7. **Sick Leave Bank**
    - a. A committee consisting of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent, shall adopt rules and regulations governing the sick leave bank, which is to be administered by the school district. The Superintendent shall appoint the chair from one of the six (6) members.
    - b. All employees in the teachers' bargaining unit working under contract half time (1/2) or more, shall be members of the sick leave bank and shall contribute days pursuant to (c.) below and may use days pursuant to the Sick Leave Rules and Regulations.
    - c. At such point that the bank becomes less than a total of three hundred (300) days, the process of deducting one (1) day shall be repeated from each member of the bargaining unit having more than five (5) days of accumulated leave remaining.
    - d. The rules and regulations adopted may modify the provisions of this Article by reducing, if such committee deems proper, the amount of the deduction or the bank balance limitation contained above.

- e. An employee is eligible to use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they begin receiving benefits under the long term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they begin receiving benefits under the long term disability insurance program or any time thereafter for any one illness or injury. The employee shall not be eligible for the sick leave bank if he/she refuses to apply for long-term disability benefits within thirty (30) days of receiving the forms from the District.
- f. The total maximum number of days that may be withdrawn by any employee from the sick leave bank at any one time shall be one hundred eighty (180).
- g. Teachers who have borrowed days from the sick leave bank will repay days from their yearly allowance at the beginning of each school year until all days have been repaid. The maximum required repayment shall be five (5) days per year.
- h. A teacher must have been employed for a minimum of three (3) continuous years to utilize the sick leave bank.

**Death in Family Allowance**

- 1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
- 2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. The cost of any substitute employee required shall be paid by the employee for such additional days as are missed; otherwise such additional days are to be deducted from sick leave.
- 3. Definition of **"family"** under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.

**E. Family Leave**

- 1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Employees may use more than twenty (20) sick leave days per year for absences due to illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the teacher who is not a member of the bargaining unit.
- 2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, mother-in-law, father-in-law, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the employee's political subdivision of residence as a domestic partner of an employee of the District.

**F. Jury Duty**

- 1. When a teacher is selected for jury duty, upon notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty. The teacher, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the teacher shall make a request of the court for release from that assignment prior to being placed on such jury.

2. The teacher will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the teacher is to be surrendered to the School District.
- G. Eligible employees under Paragraphs C., D., E. and F. of this Article shall be those paid for one-half (1/2) time or more. Employees paid for less than full time shall accumulate and use sick leave on a pro-rata basis.

## **ARTICLE VIII**

### **Teacher Personnel Files**

- A. A teacher shall have the right to inspect and to obtain copies at their expense of all evaluations and files within the School District and maintained at the Historic Old Central High School (HOCHS) or local school office relating to the individual teacher as provided by Minnesota Statutes, 122A.41, Subd. 15 and to submit for inclusion in the file written information in response to any such material.
- B. Identification or written authorization shall be required before access is given to any file.
- C. All evaluations of a teacher shall be reviewed with him/her by his/her Principal prior to filing. The teacher shall be requested to sign the evaluation to indicate that he/she has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each teacher so evaluated shall be informed.
- D. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher nor shall such a grievance become a part of any other file or record utilized in personnel assignments; nor shall it be used in any recommendations for personnel assignment.
- E. All materials received for inclusion in a personnel file shall be stamped with date received for filing.
- F. An employee shall be notified whenever derogatory material, which does not contain his/her signature, is entered into the personnel file.
- G. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department is provided information or inspects that file. It shall have space for the date, name, and reason for inspection.

## **ARTICLE IX**

### **Health Care Savings Plan (HCSP)**

- A. To be eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS), a teacher (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District.
- B. Employees shall be granted ten (10) days of sick leave per year, which may accumulate. Up to one hundred eighty (180) days of accumulated sick leave may be used for Plan purposes.
- C. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extra-curricular, extended employment or other additional compensation. The daily rate of pay will be determined by dividing the teacher's annual salary, plus longevity by 190 days. An employee must work until the end of the first semester in a school year to qualify for the daily rate of pay in that year, if not, the daily rate of pay shall be the rate of the prior contract year. The Superintendent may, at his/her discretion, make exception to these waiting periods. If termination occurs after service to the District ceases, the basic daily rate of pay shall be the rate of the last day of service, which follows eighty nine (89) calendar days of continuous service.
- D. Determination of the first HCSP amount: Up to one hundred (100) days of accumulated sick leave x daily rate of pay at retirement shall be contributed to the HCSP as outlined in Section J below. Any accumulated sick leave days remaining, beyond one hundred (100) days will be used in Section E below.
- E. Calculation of employee's second HCSP amount: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one (1) day for each

year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Paragraph D. placed in the HCSP. The total will be multiplied by the employee's daily rate of pay and will be deposited in the employee's HCSP as outlined in Section J below.

| <b>HCSP Account Formula Multiplier Chart</b> |                   |
|--|-------------------|
| (Accumulated Sick Leave Days = Formula Days) |                   |
| <b>Formula Days</b>                          | <b>Multiplier</b> |
| 150 to 180                                   | 3.35              |
| 125 to 149                                   | 3.25              |
| 100 to 124                                   | 3.15              |
| 75 to 99                                     | 3.05              |
| 50 to 74                                     | 2.95              |
| 25 to 49                                     | 2.85              |
| 0 to 24                                      | 2.75              |

- F. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- G. The employee must give written notice of resignation/retirement of employment to the Senior Human Resources Manager prior to February 1 if not returning for the following school year, or three (3) months prior to resignation/retirement if during the school year, whichever occurs earlier, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent and may receive benefits under the HCSP. Written notice of resignation/retirement received after February 1 for the following school year will result in a one year deferment of the District contribution as stated in paragraph J.

(In order for the one year deferment to become effective, the district must inform members via email of the February 1<sup>st</sup> deadline a minimum of 3 times prior to the 1st of the month beginning in November. Included in these email reminders shall be the deadline to receive an accurate HCSP estimate at least one month prior to the February 1<sup>st</sup> deadline. The one-year deferment set forth above will not apply under circumstances in which an employee submits a timely request for a HCSP estimate by the deadline established by the District and does not receive the requested HCSP estimate by January 1.)

- H. To be eligible for benefits under the HCSP or the Addendum, if applicable, the employee must retire with an effective date the last day of a semester or another date with prior approval of the Superintendent.
- I. If a retiring teacher meets the criteria of exemption from the HCSP according to Minnesota State Retirement System (MSRS) guidelines, the amount of the HCSP payment calculated in Article IX of the Collective Bargaining Agreement, shall be placed into a 403(b) account of the retiring teacher's choice of the allowed District vendors. The decision of the Minnesota State Retirement System (MSRS) shall not be grievable under the Collective Bargaining Agreement grievance process. The payments will be made in the same time line as defined in Section J below.
- J. Payments made for the amount calculated in Section D and Section E above shall be as follows: One-third (1/3) at the time of retirement, one-third (1/3) one (1) year after the first payment and the final one-third (1/3) two (2) years after the first payment. If the individual is taking family insurance and one-third (1/3) of the amount is less than the yearly family premium, the deposit will be the amount of a yearly family premium. If a retired teacher dies before all or a portion of the benefit has been distributed, the balance due must be paid to the deceased's estate. At no time will the sum of the payments be greater than the sum of the amounts in Section D and Section E.

**ADDENDUM TO ARTICLE IX**

**Health Care Savings Plan (HCSP)**

- A. Due to IRS regulations in effect at this time, the Memorandum of Understanding governing Article IX, HCSP, does not contain a 403(b) match provision. In the event that the IRS rules that a non-taxable benefit can retain its non-taxable designation when offset by a taxable benefit option, employees may choose to have their HCSP contributions reduced by contributions to their 403(b) plan pensions in the manner described below. In no event, however, will the provisions in this Addendum take effect before the effective date of the MOU, which is June 15, 2002.
1. Beginning the next calendar year following the completion of fifteen (15) years of service to the School District, an employee may elect annually to participate in a 403(b) match program. An employee may exchange up to one hundred (100) days of sick leave balance with employer match. The number of days exchanged and matched will be determined by the following schedule. To be eligible to participate in the match program the employee must have at least forty (40) days of accumulated sick leave immediately following that year's sick leave allocation. Should the employee have less than forty (40) days of accumulated sick leave, the employee will have to delay participation until this level is reached. To participate the employee must match the value of the days contributed.
  2. Sick leave days which are matched will be deducted from: a. the portion of the one hundred (100) days to be contributed to the HCSP at the time of retirement, b. the maximum accumulation for determination of benefits, and c. the employee's total sick leave accumulation to date.
  3. Match calculations shall be determined as follows: Members electing to participate in the match for a given year will do so according to the schedule with the amounts determined by years of service. Failure to participate in a given year will not cause the member to forfeit future participation. Those desiring to participate in the match will notify the District during open enrollment. Should the member's match calculation exceed the amount allowed by State law, the excess amount of District contribution will be credited to the individual to be taken in cash on the second pay period of the calendar year. In the event that a negotiated contract settlement is reached after the expiration of the current contract period, any amount due the employee as a result of an increase in salary as a part of the District match contribution will be paid in cash the second payday following acceptance of the new contract.

| <b>Years of Service</b> | <b>Days Matched At Daily Rate of Pay</b> | <b>Days Traded For Matched Days</b> |
|-------------------------|--|-------------------------------------|
| 16                      | 3.75                                     | 7                                   |
| 17                      | 4.00                                     | 7                                   |
| 18                      | 4.25                                     | 7                                   |
| 19                      | 4.50                                     | 7                                   |
| 20                      | 4.75                                     | 7                                   |
| 21                      | 5.00                                     | 7                                   |
| 22                      | 5.25                                     | 7                                   |
| 23                      | 5.50                                     | 7                                   |
| 24                      | 5.75                                     | 7                                   |
| 25                      | 6.00                                     | 7                                   |
| 26                      | 6.25                                     | 7                                   |
| 27                      | 6.50                                     | 7                                   |
| 28+                     | 6.75                                     | 7                                   |

After exchanging ninety-eight (98) days of accumulated sick leave, the remaining two (2) days of sick leave available for exchange will be multiplied by 1.93 times daily rate of pay, to determine the match amount in the final year.

In no event may an employee trade more than one hundred (100) days of sick leave for purpose of the

403(b) match program.

The following Paragraph B. will replace Paragraph E. in the new Article IX language:

B. Calculation of employee's HCSP Account: The amount contributed by the District to the employee's account shall be determined as follows. Each employee will be credited one day for each year of service to the District. This total will be multiplied using a multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days plus traded match days. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in paragraph D. placed in the HCSP. The total will be multiplied by the employee's daily rate of pay and will be credited to the employee's HCSP Account.

| <b>HCSP Account Formula Multiplier Chart</b>                     |                   |
|--|-------------------|
| (Accumulated Sick Leave Days + Traded Match Days = Formula Days) |                   |
| <b>Formula Days</b>  | <b>Multiplier</b> |
| 150 to 180   | 3.35              |
| 125 to 149   | 3.25              |
| 100 to 124   | 3.15              |
| 75 to 99   | 3.05              |
| 50 to 74   | 2.95              |
| 25 to 49   | 2.85              |
| 0 to 24  | 2.75              |

## **ARTICLE X**

### **Teacher Workday**

#### **High School Teacher Workday:**

1. This language will apply to high schools consisting of grades 9, 10, 11 and 12. (Duluth East and Duluth Denfeld)
2. The high school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. High School Teacher Day:
  - A. The high school teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy (270) minutes of academic and WIN period time exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time which may be scheduled before the student day as long as the total amount of preparation time is equal to one class period. (However-see Article XXI C.1)
  - B. Non-academic assignments:

The non-academic assignments in Article X - I A. 1. a. are no longer assignable. Instead if teachers have a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week prior to the student day (Zero Hour). Teachers who are assigned a Zero Hour class may have the opportunity for a common meeting time (PLC) within the school building/ and or across the district during the course

of the student day if they also have a preparation period. Teachers may also be asked to attend up to fifty (50) minutes of staff meeting time per month during the period prior to the student day.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow. Otherwise PLC's are voluntary.

C. WIN (What I Need) Period:

All full time certified staff may be assigned a WIN period unless a non-academic assignment for the WIN period is mutually agreed to by administration and teachers. The high school WIN period shall be a maximum of thirty (30) minutes within the student day. Based on outcomes from PLCs and common assessment and input from the curriculum department the WIN period will be a structured supported guided study time, a non-preparation assignment.

Teachers whose assignment is at more than one site, and teachers with a 1/6 overload, Career & Technical Education teachers who teach (3) 2 hour blocks shall not be assigned a WIN period per semester.

Teachers whose academic assignment is speech, yearbook or newspaper may mutually agree to have a WIN / advisory period.

Special Education teachers may not have a WIN period in order to create PLC time that would ordinarily infringe on their due process and/or prep period. **(i.e. may be assigned either/or but not both.)**

Part time teachers: If a teacher is .8 or .9 FTE they may be assigned a WIN period. Teachers who are .7 FTE or less shall not be assigned a WIN period unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the advisory period is in addition to what the teacher's individual schedule will allow.

5. During the remaining teacher time at the high schools, the teacher shall be in the school and available to his/her students for student requested assistance, and available to the Principal in case of operational emergencies.
6. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
7. Items not addressed in the High School Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

**Middle School Teacher Workday:**

1. This language will apply to middle schools consisting of grades 6, 7 and 8.
2. The middle school teacher workday will be an eight (8) hour day, which may begin from 7:00 a.m. to 7:45 a.m. The usual starting time shall be 7:45 a.m. however, individual teachers and the building Principal may mutually agree upon starting times other than 7:45 a.m. The normal end of the teacher workday will be 3:45 p.m. or as determined in light of mutually agreed upon start times.
3. Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
4. Middle School Teacher Day:
  - A. The middle school teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy-six (276) minutes of academic and advisory time exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full time teachers will receive at least one (1) class period of duty free preparation time which may be scheduled before the student day as long as the total amount of preparation time is equal to one class period.
  - B. Non-academic assignments:

The non-academic assignments in Article X - I A. 1. a. are no longer assignable. Instead if teacher has a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week prior to the student day.

Teachers may also be asked to attend one (1) staff meeting per month during the period prior to the student day. Meetings during the period before the student day beyond required PLC's and staff meetings shall be considered voluntary.

Part time teachers: Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow. Otherwise PLC's are voluntary.

C. WIN (What I Need) / Advisory Period:

All full time certified staff may be assigned a WIN period unless a non-academic assignment for the WIN/ advisory period is mutually agreed to by administration and teachers. The middle school WIN period shall be a maximum of thirty one (31) minutes within the student day. Based on outcomes from PLCs and common assessment and input from the curriculum department the WIN period will be a structured supported guided study time, a non-preparation assignment.

Teachers whose assignment is at more than one site and teachers with a 1/6 overload shall not be assigned a WIN / advisory period.

Special Education teachers may not have a WIN / advisory period in order to create PLC/staff meeting time that would ordinarily infringe on their due process and/or prep period. . (i.e. **may be assigned either/or but not both.**)

Part time teachers: If a teacher is .8 FTE or .9 FTE they may be assigned a WIN / advisory period. Teachers who are .7 FTE or less shall not be assigned a WIN / advisory unless there is mutual agreement between the teacher and administration. All part time teachers will be paid pro-rata compensation if the WIN / advisory period is in addition to what the teacher's individual schedule will allow.

- D. A minimum of thirty (30) minutes of after school student programming time will occur after the student day and during the teacher workday. It is understood that teachers will be available for students after the student contact day. (i.e. homework help, IEP meetings, etc.) Also, it is understood that the teacher may accept reasonable responsibilities mutually agreed to by the teacher and administration related to middle school program activities. (i.e. Excel, academic clubs, intramural programs, coaching etc.)
- E. Any or all of the periods of academic assignments may be utilized by administration for assignment of the teacher to supervise various school related non-academic activities.
5. During the remaining teacher time at the middle schools, the teacher shall be in the school and available to his/her students for student requested assistance, and available to the Principal in case of operational emergencies.
  6. It is understood that middle school teachers will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the teacher's workday, which are presently conducted.
  7. The school Principal may request and the individual teacher may agree to supervise students prior to commencement or immediately following the regular school day provided such time shall be included in the teacher's eight (8) hour day and the teachers eight (8) hour day shall be adjusted accordingly.
  8. Items not addressed in the Middle School Teacher Workday shall revert to the provisions in Article X that apply to secondary teachers, contained in the teachers' collective bargaining agreement.

**Residential Teacher Workday:**

1. This Language will apply to the following Residential and Day Treatment sites: Chester Creek Academy, Merritt Creek Academy, Woodland Hills Academy, Arrowhead Academy, Superior Academy, Bethany
2. All Residential Teachers shall be entitled to a half-hour (1/2) duty free lunch period exclusive of passing times and a class period of duty free preparation time.
3. Residential Secondary Workday
  - A. Work Day:

The Residential and Day Treatment teacher workday will be an eight (8) hour day, which may begin from 7:00 AM to 7:45 AM. The normal end time of the teacher work day will be from 3:00 PM - 3:45 PM or as determined in light of mutually agreed upon start times.

**B. Academic Assignment:**

The Residential teacher workday shall consist of six (6) academic class periods. A teacher may be assigned an average daily assignment not to exceed two hundred seventy (270) minutes of academic exclusive of passing times. A teacher shall not be assigned more than five (5) academic classes. All full-time teachers will receive at least one class period of duty-free preparation time per day. \*including teachers of "hospitalization settings" or "short-term settings"

**C. Non-Academic Assignments:**

A teacher's non-academic assignment shall be a Professional Learning Community (PLC) for one period per week. Teachers may also be asked to attend one (1) staff meeting per month. The non-academic assignments in Article X-IA. 1. a. are no longer assignable. Instead, if teachers have a preparation period during the student day their non-academic assignment shall be a Professional Learning Community (PLC) for one period per week.

Through mutual agreement between the teacher and administration, part time teachers PLC time will be created by coverage and/or pro-rata compensation depending what the teacher's individual schedule will allow.

**D. Home Room Period:**

The Residential and Day Treatment home room period shall be a maximum of 25 minutes within the student day. This is considered a non-preparation assignment; i.e., the teacher will not be expected to prepare any material or presentation.

All full-time certified staff may be assigned an advisory period or an intervention period. Teachers whose assignment is at more than one site (within one contract day) shall not be assigned an advisory period in order to provide for travel time.

**E. Special Education Teacher Due Process Time** follows the terms and conditions of Article X contained in the currently applicable teachers' collective bargaining agreement.

**4. Residential Elementary Teacher Day**

The details of the elementary school day are as follows:

**A.** The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.

**B.** All elementary teachers shall receive a 55 minute, uninterrupted prep period.

**C.** Every elementary teacher shall have a maximum of 5.5 hours of instructional class time per teaching day.

**D.** Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month.

**5.** Residential and Day Treatment teachers will not be available to students before or after school in order to create PLC and Due Process time.

**6.** During the remaining teacher time at the residential sites, the teacher shall be in the school and available to his/her students for student requested assistance, and available to the Principal in case of operational emergencies.

**7.** Items not addressed in the Residential Teacher Workday shall be subject to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

**AEO Academic Excellence Online (AEO) / Area Learning Center (ALC) Teacher Work Day/Week:**

The schedule is as follows:

1. The work week shall be a four (4) day week, Monday through Thursday.
2. The typical teacher work day shall be 8:00 a.m. to 6:00 p.m. and shall include (1) class period of duty-free preparation time and thirty (30) minutes of duty free lunch time.
3. The maximum length of the teacher work week shall be forty (40) hours.

4. Variation from the normal AEO/ALC teacher work day or work week may be made by mutual consent of the teacher and the building administrator.
5. Duties may not be scheduled on holidays or recess days.
6. Licensed teaching positions are TOSA

Items not addressed above shall be subject to the following:

Secondary School Day

- I. Because the single salary schedule is predicated on the principle of equal pay for equal work, the teacher's workday in both the elementary and secondary schools shall be of uniform length.
  - A. **Secondary School Day:** The usual or typical secondary workday is from 7:45 a.m. to 3:45 p.m., except at Ordean-East and Lincoln Park where the workday shall be from 7:30 a.m. to 3:30 p.m. During this period the teacher shall be entitled to a half-hour duty-free lunch period and approximately one (1) hour of preparation time. The secondary school day shall follow one of the following plans:
    1. Seven (7) Period Day
      - a. The teacher may be assigned a maximum of five (5) academic classes, a normal length class period of duty-free preparation time, plus a study hall, lunchroom supervision, hall duty, student council, student assistance program, in-school suspension supervision or other assignment mutually agreed upon by the teacher and the Principal. Effective July 1, 1988, hall duty would be assigned only by mutual agreement of the teacher and the Principal. Prior to the school year, teachers will be asked to volunteer for lunchroom supervision. If there are not sufficient volunteers the Principal may assign teachers. No teacher will be assigned to lunchroom supervision for more than one (1) semester per school year; a second semester may be assigned by mutual agreement. The number of students in any study hall shall be determined by the administration.
      - b. They would also be responsible for a brief attendance period if so assigned by the Principal of up to eleven (11) minutes.
      - c. Any or all of the five (5) hours of academic assignment may be utilized by the Principal for assignment of the teacher to supervise various school-related non-academic activities.
      - d. No teacher shall be assigned more than thirty (30) minutes lunchroom supervision without his/her consent.
      - e. Six (6) Period Student Day/Common Preparation Period Option: At the high school level, if the School District decides to establish a six (6) period student day, the School District may assign a common preparation period immediately before students are scheduled to arrive at school in the morning or after students are scheduled to depart school in the afternoon. The time from 7:45 a.m. to 8:02 a.m. and from 3:24 p.m. to 3:45 p.m. shall not be counted toward this preparation time.
    2. During the remaining teacher time in any secondary school, the teacher shall be in the school and available to his/her students for student requested assistance; and available to the Principal in case of operational emergencies. This provision to apply to all secondary schools.
    3. It is understood that the teacher will accept reasonable responsibilities in connection with those types of co-curricular activities occurring after the regular school day, which are presently conducted.
    4. The school Principal may request and the individual teacher may agree to supervise students prior to commencement of or immediately following the regular school day, provided such time shall be included in the teacher's eight (8) hour day and the teacher's eight (8) hour day shall be adjusted accordingly.
  - B. **Elementary School Day.** The details of the elementary school day are as follows:
    1. The period of work for the elementary teacher may begin as early as 7:30 a.m. or as late as 8:15 a.m. The starting time shall be determined within these limits by the administration.
    2. All elementary teachers shall receive a one-half (1/2) hour duty-free lunch period, except in those programs now established (Head Start and Special Education classes) where educational

experiences are performed with the teacher-student lunch relationship. In those cases, the lunch period shall be considered a part of the teacher's assigned pupil contact time. Elementary teachers shall not be assigned lunchroom duties except in emergency.

Elementary teachers shall not be assigned playground supervision outside the school building except in those programs now established where educational experience are performed with the teacher-student relationship. In those cases, the playground supervision shall be considered a part of the teacher's assigned pupil contact time.

3. Every elementary teacher shall have a maximum of 5 1/2 hours of instructional class time per teaching day.
  4. Each teacher shall have a minimum of fifty-five (55) continuous minutes of duty-free preparation time without students each day.
  5. Each teacher may have up to fifty-five (55) minutes of time assignable to functions necessary for efficient operation of the school. Of the fifty-five (55) minutes, fifteen (15) minutes will usually be in the classroom prior to opening the morning session and fifteen (15) minutes prior to the opening of the afternoon session. The requirement that a teacher be in the classroom fifteen (15) minutes prior to the opening of the afternoon session will be waived in those situations where a teacher does not have more than a half (1/2) hour lunch period.
  6. Teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month. The administration may, when necessary, call meetings, which extend beyond the school days with the concurrence of a simple majority of those present at the meeting.
  7. In those elementary schools, which have regular education split grades in grades one through six, the teacher who has a split grade class for the school year will receive \$7,000 additional salary. Payment to be made half in January and half in May or paid over the year.
- II. By mutual agreement between the teacher and Principal, a teacher in a secondary school may exceed the usual instructional hour load provided in Paragraph I of the Article; e.g., six (6) art classes. Provided such assignments are offered and accepted, the teacher shall be additionally compensated based on the following formula:

(Hourly Instructional Load Per)

$$\left( \frac{5}{1/6 \text{ Teacher's Basic Annual Salary} \times \frac{\text{Week In Excess of 25 Hours}}{5}} \right)$$

- III. The basic hours worked per week by Special Education, Home Based, Head Start and Early Childhood teachers employed in excess of fourteen (14), but less than forty (40) hours per week may be increased, with the agreement of the teacher, not to exceed forty (40) hours per week on an assignment basis. Teachers working between fourteen (14) and twenty (20) hours shall be given first consideration in being offered any increased hours available where scheduling, programs and economic considerations permit. Upon completion of such assignment(s), the teachers' hours worked per week shall revert back to the original or basic hours of assignment. Such additional hours shall be assigned according to the following guidelines:
1. Hours of employment shall be performed during the regular workweek and workday.
  2. Basic hours of assignment per week shall be set at the beginning of each school year. (Such hours of assignment shall not be less than the basic hours of assignment established the previous year, except as provided otherwise in this Agreement or by law.)
- IV. When mutually agreed to by the teacher and the supervisor, the following positions may have flexible scheduling, Parenting Program, Teacher Specialist, Early Childhood Program, and Staff Developers according to the following guidelines:
1. The workweek shall begin on Monday and end on Friday.
  2. The assignment will not usually exceed the equivalent of forty (40) hours in any one (1) week.
  3. The assignment will not usually exceed eight (8) hours in any one day.
  4. The assigned time will not be on holidays or recess days as provided in Exhibit "C".

5. Staff may exceed the daily assignment guidelines in item 3. above in order to attend regional in-service meetings provided compensatory time off is taken on a non-instructional (training) day within the same school year.
- V. The following positions may have flexible work schedules according to the following guidelines (Arrowhead Academy):
1. A teacher requested and agreeing to teach beyond the school calendar may contract for service and shall be compensated on a pro-rata basis for such service.
  2. The workweek will begin on Monday and end on Friday.
  3. The assignment will not exceed the equivalent of forty (40) hours in any one (1) week.
  4. The assignment will not exceed eight (8) hours in any one day.
  5. A mutual agreement between the staff members and the supervisor will be worked out so that coverage is maintained for all periods of recess time except a legal holiday.
  6. Up to four (4) workdays per school year involving staff associated with parent/teacher conferences may be modified according to the following guidelines:
    - a. That the staff and the building administrator mutually agree to a modified workday.
    - b. The workweek shall begin on Monday and end on Friday.
    - c. The assigned time will not be on holidays or recess days as provided in Exhibit "C".
- VI. All special education teachers will have time available within the contract day to enable them to meet the requirements of due process and IEP development.
1. The teacher shall first use conference time for all due process, IEP, and other staffings not held during the teacher's contract day. Once the conference days have been used, the teacher shall be compensated pro-rata for such time.
  2. All full-time special education staff will have the following minutes per week for due process requirements:
    - a. One hundred twenty five (125) minutes per week: Teachers in settings III and above or self-contained, D/HH teachers, ECSE teachers (birth through two years), psychologists and social workers.
    - b. One hundred seventy five (175) minutes per week: POHL, OT, PT, DAPE (average caseloads of 27-40, but no case manager responsibilities); ECSE 3-6 years (average caseloads of 11-20 plus case manager responsibilities 9 to 16)
    - c. Two hundred fifty (250) minutes per week: Speech/language pathologists (direct service provision ranging from 37-58 students plus case manager responsibilities ranging from 10-33 cases). Resources teachers (typical special education teachers).
- VIII. Adult Basic Education & Area Learning Center (ALC):
- A. Adult Basic Education and ALC programs serve non-traditional learners and are by State rule "year-round learning programs." Flexible scheduling for learners, including evening hours, is another State expectation. To meet these rules, teachers may have flexible work schedules during the year and may be requested to teach beyond the regular school year to maintain continuity of service to learners. These guidelines will be followed:
1. Regular school year:
    - a. The workweek will begin on Monday and end on Friday.
    - b. The assignment shall not exceed forty (40) hours per week.
    - c. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m.
    - d. The assignment shall not exceed eight (8) hours a day unless mutually agreed upon by teacher and supervisor.
    - e. The assigned time shall not be on holidays or recess days.
  2. Extended year:
    - a. Teacher workdays during the summer session will not exceed eight (8) weeks.
    - b. The workweek will begin no earlier than Monday and end no later than Thursday.
    - c. Hours per week will range from five (5) to twenty five (25) except as otherwise agreed between supervisor and teacher.
    - d. A schedule for this teaching shall be set by agreement with the supervisor, and ABE and ALC contract teachers shall be compensated on a pro-rata basis.

- e. At the Habitat site, to accommodate childcare schedules, the program may be open five (5) days/week for up to seven (7) weeks, with a thirty five (35) hour workweek.
- IX. Specialist's assignment and school day. The following govern the assignment and teaching load of teachers assigned as elementary specialists/district wide.
  - 1. An elementary specialist is defined as a teacher in a specialty area (i.e. PE, Music, Art and Media) for grades K-5.
  - 2. Specialists will function within the guidelines of the elementary day contract language (Article X.B.).
  - 3. Specialists are entitled to preparation time, lunchtime and mileage reimbursement according to the elementary contract language. Travel time within the contact day will reduce assignable time.
  - 4. Full-time specialists assigned to an early start school day and late start school day or to late start school day and an early start school day on the same day, will end their working day eight (8) hours from their start time.
- X. The District and the Union recognize the necessity to develop innovative programs for the benefit of students. Programs with deviations from the contractual workday or school day may take place under the following conditions:
  - A. A plan for deviation has been developed by:
    - 1. A committee consisting of teachers and administrator at a building; or
    - 2. A plan for deviation has been developed by a committee established by the School District and the D.F.T. to create an innovative program. This committee must have representation determined by the D.F.T. and administration.
  - B. Once a plan for deviation has been developed, it must be submitted to the Quality Steering Committee which will make recommendation to the School Board and the D.F.T. Executive Board.
  - C. The proposal for change must be approved by the School Board and the D.F.T. Executive Board prior to implementation.
  - D. All deviations or changes will sunset at the completion of the school year unless a continuation is recommended by the Quality Steering Committee and approved by the D.F.T. and the School Board.
- XI. The above provisions are intended to outline the requirements necessary to provide a good educational program, and nothing shall preclude the right of an individual teacher to exercise his/her own judgment in exceeding the assignment hours established herein.
- XII. The District and the D.F.T. agree to meet and confer on issues related to the reporting and investigating of alleged assaults of teachers occurring while the teacher is performing his/her duties.

## **ARTICLE XI**

### **Part-Time And Temporary Employees**

- A. Part-time/temporary employees under this Article are teachers whose services do not exceed the lesser of thirty-five percent (35%) of the normal workweek within the bargaining unit or fourteen (14) hours per week and those who hold positions of a temporary or seasonal character for a period not in excess of one hundred (100) working days in any calendar year. Furthermore, a temporary employee also includes a substitute teacher who is hired to replace an absent teacher where the substitute is employed more than thirty (30) working days as a replacement for that teacher except as otherwise provided in Article XX. A. 2.
- B. All terms and conditions of employment (as defined in 179A.03 for part-time and temporary employees except involving Grievance Procedures (Article III); Teachers Personnel Files (Article VIII); Payroll Deductions (Article XVI) and Paydays (Article XVII) shall be contained solely within this Article.
- C. **Terms and Conditions of Employment**
  - Subd. 1 Part-time and temporary employees service shall be paid in accordance with the hourly rates specified in Article XX (Special Compensation Groups) of this Agreement.
  - Subd. 2 Except as provided for long term substitute teachers in Article XX.A.2, part time and temporary employees shall not accrue seniority and have or establish any layoff or re-entry rights while employed as a part-time or temporary employee.
  - Subd. 3 For the purpose of transfer and assignment, (including summer employment) part-time and temporary employees may apply for new or vacant positions; however, their applications shall be considered on the same basis as "applicants new to the system".

- Subd. 4 Except as it involves long-term substitute teachers [as provided in Article XX (Special Compensation Groups) A (2)] no fringe benefits are provided part-time or temporary employees. No leave benefits are provided except as required by law.

## **ARTICLE XII**

### **Professional Development**

Participation in the professional development program is a part of the requirements of the salary schedule. Regulations apply to all members of the bargaining unit under this Agreement.

- A. The term, "**Professional Development Period**", is interpreted to mean the State licensure period for all teachers with the exception of those with life licenses. The professional development requirements shall be those listed by the Board of Teaching Rules and Regulations 87~~0~~10.
- B. A student teacher shall not be assigned to work with a teacher in the School District without the consent of the teacher.
- C. Local Committee for Continuing Education and Relicensure
  1. The teacher and School District recognize and will accept the official acts of the "Local Committees: Standard (Pre-K through grade 12 Secondary Vocational Post-Secondary Vocational)".
  2. In order to implement the Minnesota State Regulations for Renewal of Continuing Licenses:
    - a. The Superintendent may grant one-half (1/2) day released time per month of the school year for purposes of the Renewal Committee.
    - b. The Superintendent may provide space, secretarial help, necessary forms, record storage space and files necessary for the proper operation of this Committee.

## **ARTICLE XIII**

### **Teacher Development Program**

- I. The Teacher Development Program supports professional growth. It offers an opportunity for certified staff to develop and deliver training for colleagues in content, instruction, assessment, technology, and leadership. This program has three (3) components:
  1. Training and development offerings:
    - A. Content, instruction, assessment, technology, and leadership in-service offerings
    - B. Staff publications
    - C. Independent study
  2. Germane Schedule
  3. The "Teacher Development and Evaluation Plan"

Evaluation, assistance and Peer review for licensed personnel are outlined on the Teacher Development and Evaluation Plan available on the district website.

The program will be structured in the following manner:

1. Standing Committee
  - A. A Standing Committee of teachers and administrators will be formed for the purpose of establishing the program, reviewing the budgets, and evaluating the progress of the program. This committee will have monthly meetings scheduled at the discretion of the Teacher Coordinator.

The Standing Committee will consist of seven (7) permanent members. Prior to September 1 of each year, four (4) teachers and two (2) alternates who would serve only in the absence of a regular member shall be appointed by the Union. The teacher members shall notify the Union by June 1, if they do not wish to continue in such a position. One of these will be designated as Teacher Coordinator. The Superintendent and the D.F.T. President will jointly establish an interview team to recommend the Teacher Coordinator.

The Administration will be represented on the Committee by three (3) administrators selected by the Superintendent.

- B. The duties of the Standing Committee will be as follows:
1. Annually assess training needs and formulate direction of the program.
  2. Coordinate and schedule teacher training and develop in-service offerings.
  3. Establish operational rules and time schedules for all in-service training and develop in-service courses under this Article. Insofar as possible, such schedules shall be available in each building by October 1, of each year.
  4. Develop in-service course application process.
  5. Identify, encourage, and approve training staff for in-service courses.
  6. Provide resources and consultants as needed.
  7. Monitor and evaluate courses.
  8. Publish and disseminate descriptive in-service course schedules.

**NOTE:** Five (5) of the seven (7) voting members must approve any proposed in-service course.

- C. The Teacher Coordinator will:
- Chair all meetings of the Standing Committee
  - Direct all training and development offerings
  - Grant credits upon the recommendation of the trainers
  - Assure Germane Schedule annual review and communication to all certified staff
  - Facilitate the development and implementation of the responsibilities as outlined in the "Teacher Development and Evaluation Plan".

## II. Determination of Credits

- A. On-going and newly approved in-service courses:
1. Ten (10) hours of Teacher Development Program in-service classroom training equals one (1) graduate credit for salary purposes.
  2. Maximum individual course credit equals six (6) credits per year.
  3. Credit granted upon full completion of course.
  4. Program Coordinator will have the discretion to determine the minimum number of participants.
  5. All participation will be voluntary and notices will be distributed to all staff members.
- B. Newly approved site sponsored courses:
1. Must have pre-approval of Teacher Development Committee.
  2. Participation may be limited to site members.
  3. Sites will assume all financial costs associated with courses/in-services.
- C. Independent Study
1. Application must be made thirty (30) days prior to the beginning of any Independent Study project. The applicant must give a description of the project, outline the objectives and estimate the time involved along with the number of credits requested.
  2. The project must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the School District.
  3. Credits will be granted upon completion of the project and review by the Committee. Maximum credit for Independent Study is three (3) graduate credits per project.
  4. Articles published in professional journals may be considered for Independent Study.

## III.

- A. Number of credits granted to individual teacher:
1. Maximum number per teacher per year equals six (6).
  2. Total maximum number per teacher for salary schedule equals twenty-one (21).
  3. Restrictions: M.A. degree or equivalency must be received or held to move beyond the B.A.+45 lane. Teachers hired on or after September 7, 1998, shall no longer have access to the M.A. Equivalent Lane of M.A.+15 or beyond.

- B. All credits must be earned prior to September 1 to receive salary credit for coming year.
- C. All licensed employees of the School District may apply for or request in-service training.

IV. Budget for Fiscal Year

|                        | <u>2017-2018 &amp; 2018-2019?</u> |
|------------------------|-----------------------------------|
| 1. Coordinator         | 1/6 Overload                      |
| 2. Secretary           |                                   |
| 3. In-service Training | 16,010                            |
| 4. Supplies            | 1,200                             |

V. Control of Funds

- A. The determination of the funds to be allocated to the Teacher Development Program will be made by the School Board. The committee will be authorized to make all expenditures within each budget classification.
- B. The Committee shall maintain minutes of its meetings with all approved courses and expenditures fully noted in the minutes.
- C. All requests for materials and equipment will follow the Board's established purchasing and payment procedures, even though the priorities for purchasing may be established by this Committee within its budget funds.

VI. In the event that State or Federal funds or other local funds within School District budgeted for other in-service training activities of the School District become available for the purposes of this teacher development program under this Article, the School District may allot such funds or additional funds for the purposes of this Article. In which case the Union and School District shall mutually agree upon any additional credits to be allotted to the total credits provided in each year under this Article.

VII. Germane Schedule: The Teacher Development Committee will review and update the Germane Schedule as necessary by May 1st of each year. The Committee will seek input from those they represent and the Senior Human Resources Manager.

**ARTICLE XIV**

**Scholarships**

A. **Scholarships**

- 1. **Applications** by certified personnel for scholarships for each school year shall be submitted to the office of the Senior Human Resources Manager by November 1, for scholarships to be used during the fall, winter, and spring; and by April 1, for scholarships to be used during the summer. Scholarships to be used during the fall, winter and spring shall be awarded by December 1; and scholarships to be used during the summer shall be awarded by May 1. Upon announcement of the awards, a list of all persons, amount, and division shall be immediately forwarded to the President of the Duluth Federation of Teachers.
- 2. **Selection:** Scholarships shall be awarded in the following manner:
  - a. Not more than twenty-seven (27) to be awarded for use during the fall and spring semesters, or fall, winter, and spring quarters at \$150 divided as follows:
    - I. Twelve (12) for elementary
    - II. Twelve (12) for secondary
    - III. Three (3) for vocational
  - b. Twenty-three (23) shall be awarded for use during the summer at \$175:
    - I. Ten (10) for elementary
    - II. Ten (10) for secondary
    - III. Three (3) for vocational
  - c. Scholarships shall be awarded in the order the applications are received and to those not previously receiving a scholarship within the past three (3) years if there are an excess of applicants, except no teacher shall receive a second scholarship during any school year. School year shall be defined as September 1 to August 31 of the following year.

If in any category, (elementary, secondary) applications are fewer than in the total number available, such open scholarships shall be awarded in the other categories to qualified applicants.

3. **Payment:** Such scholarship awards shall be paid by separate checks and not as part of a person's regular salary. Each person shall be paid within thirty (30) days following the filing of transcripts and a written request for payment with the Senior Human Resources Manager. To qualify for payment, the certified person must complete five (5) quarter hour credits during that portion of the year for which the scholarship is awarded.

## **ARTICLE XV**

### **Summer School Compensation And Regulations**

- A. Summer School Calendar: Summer school programs of at least ten (10) days in elementary, secondary, middle may be offered during the period beginning with the closing of the regular school year and concluding with the beginning of the following school year. Specific beginning days may be offered for summer school in servicing. Summer school will not be offered on July 4 in each year. Whenever July 4th falls on a Saturday, the preceding day will be declared a non-workday, if on a Sunday, the following day will be taken off.
- B. Teacher workday shall be a minimum of three (3) hours. For each twenty-five (25) minutes of instructional time, five (5) minutes of paid preparation time shall be provided by the District.
- C. Pay Days: Paid in a manner as to prevent large withholding deductions.
- D. Summer School Hiring Policy:
  1. Summer school openings will be posted on the School District's website and outside of the Human Resources Department no later than May 15.
  2. Applications will be submitted within five (5) working days of the posting to be considered for the vacancy.
  3. All summer school applicants shall receive:
    - a. Written notice of appointment
    - b. Written acceptance formAppointments shall be published in school bulletin following approval of Board.
  4. Selection Process:
    - a. Only Duluth Public School teachers under contract will receive appointments to summer school teaching positions provided a sufficient number of qualified candidates apply and the acceptance form is returned within seven (7) days of notice of appointment.
    - b. Candidates will be hired to teach in the area of regular teaching assignment provided a sufficient number of such applicants are available.
- E. Summer school salary shall be at the hourly rate of \$24.96 for the 2021-2022 school year and \$25.52 for the 2022-2023 school year.
- F. Teachers' workday in the Early Childhood Handicapped programs may start as late as 8:30 a.m. and operate Monday through Thursday.

## **ARTICLE XVI**

### **Payroll Deductions**

- A. Payroll deductions shall be made in accordance with the following schedule:
  1. First payday of the month:
    - a. Federal and State Taxes
    - b. Annuities
    - c. Teachers Retirement Association (TRA)
    - d. Social Security
    - e. Insurance Premiums

- f. Duluth Federation of Teachers Dues
- g. Harbor Pointe Credit Union
- 2. Second payday of the month:
  - a. Federal and State Taxes
  - b. Annuities
  - c. Teachers Retirement Association (TRA)
  - d. Social Security
  - e. Insurance Premiums
  - f. United Way
  - g. Harbor Pointe Credit Union
  - h. Duluth Federation of Teachers Dues
  - i. C.O.P.E.
- 3. Third payday of the month (where applicable):
  - a. Federal and State Taxes
  - b. Teachers Retirement Association (TRA)
  - c. Social Security
  - d. Duluth Federation of Teachers Dues
- B. **Special Provisions** which shall apply are:
  - 1. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
  - 2. All insurance premiums shall be paid in advance of the month in which they are due.
  - 3. Teachers Retirement Association (TRA) deductions shall be from each payroll period.

## **ARTICLE XVII**

### **Paydays**

- A. **Paydays:** All employees covered under this Agreement shall be paid every other Friday for the 2021-2022 contract year.
- B. **Number of Paydays:** The number of equal payments of salary shall be twenty-six (26) for all employees unless the District switches to a twice-monthly pay schedule as set forth in Paragraph E of this Article.
- C. **Method of Payment:** The employer may pay employees in the bargaining unit by depositing in such financial institutions within the School District, as the employer shall designate the net salary or wages owing to such employees in an account provided for each employee. Employees not desiring to do their banking with such financial institutions as designated by the School District shall be permitted to withdraw such salary or wage payments from such financial institutions without charge to the employee.
- D. Payments made on a twenty-six (26) payment schedule shall be twenty-seven (27) paydays for any school year in which twenty-seven (27) bi-weekly paydays exist.
- E. **Twice-monthly Pay Schedule:** Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15<sup>th</sup> or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

## **ARTICLE XVIII**

### **Insurance**

1. Basic Medical-Hospital Medical Plan.
  - a. Level of Benefits. The level of benefits will be those offered through the Public Employees Insurance Program (PEIP) as determined by the State Employee Group Insurance Program High Advantage Plan.
  - b. District Contribution – Single Coverage. The District will contribute 100% of the premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.
  - c. District Contribution – Family Coverage. The District will contribute 75% of the family premium for all employees in the bargaining unit who are eligible (Article XVIII, Section 6) for and have enrolled in the PEIP High Advantage Health Plan.
  - d. District Contribution – Two Employee coverage with dependents. If two (2) employees, married to each other, are both eligible pursuant to Article XVIII, Section 6, the two (2) employees must take one (1) family PEIP High Advantage Health Plan for which the District will fully pay the insurance premium. Two (2) employees married to each other without dependents must each take the single PEIP High Advantage Health Plan if both are eligible (Article XVIII, Section 6)
2. Health Reimbursement Arrangement (HRA):
  - a. Single Plan Contribution: For each employee who is enrolled in the single PEIP High Advantage Health Plan, the District shall contribute \$2,000 or 95% (whichever is greater) of the single maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year.
  - b. Family Plan Contribution: For each employee who is enrolled in the Family PEIP High Advantage Health Plan the District shall contribute \$4,000 or 95% (whichever is greater) of the family maximum out of pocket expenses (medical and prescription drugs) as determined by the PEIP High Advantage Health Plan Cost Level 2 into the employee's HRA account during a Plan year. Two employees married to each other with dependents will only have one (1) HRA account into which only one (1) contribution will be made.
  - c. HRA Contributions: Annual contributions will be pro-rated monthly and will be made the first of each month. In the event the employee has a catastrophic medical expense during the year, the District shall contribute into the HRA of that employee an amount equal to the out of pocket expense incurred not to exceed the yearly limit in a. or b. above. The employee is required to show proof of the medical expense before any early contributions are made. Any expedited HRA payments made that are subsequently not earned shall be repaid to the District by the employee and may be deducted from his/her last salary payment.
  - d. HRA Trust Adoption Agreement: The HRA Adoption Agreement will create a trust and will specify that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the HRA Plan second.
  - e. HRA Accounts: The HRA will be composed of individual accounts for each eligible participant. Participants who leave employment will be permitted to continue accessing their individual HRA balances until the account is exhausted.
  - f. Benefits of HRA: The HRA will reimburse all expenses eligible under IRS rules and regulations, without restrictions.
  - g. Administrative Fees: Administrative fees allocable to individual accounts shall be paid from the account.
  - h. Prorated Year: Any employee, who becomes eligible late or loses eligibility part way through the year, shall receive a prorated amount of benefit credit to reflect the prorated employment status. (e.g. a teacher who works 100 days of the year would receive 100/190 of the HRA contributions for the calendar year.)
  - i. HRA Plan Year: The Plan year shall be January 1 through December 31.
  - j. Carry Over: Any amount remaining in the individual account at the end of the HRA Plan year will carry forward to use by the participants.

3. Long-Term Disability: The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payment added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.
4. Life Insurance: The School District shall purchase \$50,000 of group term life insurance protection for each employee. An employee may purchase up to \$100,000.00 in \$10,000 increments of additional coverage at the employee's own expense during open enrollment. Payment for the additional coverage will be through payroll deduction.
5. Dental Insurance: The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. In all other respects the dental plan coverage shall remain at the same or an improved level as the plan in effect on the date of this Agreement. The District will offer a group dependent dental insurance option. Teachers electing this option will be responsible for paying any costs in excess of that paid by the District for single dental insurance.
6. For an employee to qualify for the insurance being provided in this Article, they must regularly work 0.6 FTE or more. Newly hired employees will be provided coverage as soon as they are entitled to under this Article effective the first day of the month following their date of employment. Except persons hired to start the first day of the school year shall be covered from the date of employment.
7. Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying the full regular monthly premium in advance to the School District. To be eligible, such employees must notify the Senior Human Resources Manager of retirement prior to April 1 if not returning for the following year, or three (3) months prior to retirement if retiring during the school year, except in cases of emergency involving serious illness or other justifiable cause where the reason for retirement is not known sufficiently in time to give the proper notice, but in such case the retiree shall notify the School District as soon as the reason for retirement is known. The employee and employee's dependents may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
8. Flexible Spending Account (FSA): The District shall sponsor a FSA at no cost to the employee (IRS Code 125). The plan year will run January 1 - December 31.

## **ARTICLE XIX**

### **Co-Curricular Activities**

1. The Co-Curricular Compensation Schedule shall be as attached hereto as Exhibit "A" and made a part hereof.
2. Individuals who have a co-curricular assignment paying \$1000 or more shall have the compensation for that assignment paid as a part of the bi-weekly salary. Assignments wherein the compensation is less than \$1000 shall be paid at the completion of an activity.
3. A teacher wishing to resign a co-curricular activity position shall give written notice to the building Principal prior to April 1, to take effect the following school year. If a replacement acceptable to the administration and the Board is available, a teacher by mutual agreement with the administration may resign such position at any time. If such teacher has received payment for services not performed, the School Board shall be reimbursed.
4. Instructors for co-curricular activities must be qualified in the area of responsibility. Co-curricular assignments are usually made from within the affected school, then from among the feeder schools, and then from the remainder of the bargaining unit. If there are no applicants from within the bargaining unit, the School Board may appoint a person or persons from outside the bargaining unit if the position has been posted in the School Bulletin. Such appointments from outside the unit may be renewed from year to

year. The District agrees to send copies of Human Resources Committee agendas and Personnel Committee reports that contain proposed non-bargaining unit appointments to the Union at the same time these agendas and reports are mailed to School Board members.

Notwithstanding the above, up to ten percent (10%) of the co-curricular appointments may be made by the School Board without regard to bargaining unit membership, from persons recommended by a committee consisting of three (3) administrative appointees, three (3) D.F.T. appointees and a community member. The D.F.T. and the administration will meet and confer to determine the process of selection to be used by the committee.

5. If a staff member is not appointed to an activity, compensation will not be received for said activity. Co-curricular compensation will not be paid if the job description for the activity is not fulfilled in accordance with the expectations of the building Principal.
6. All assistants must report at the same time as the person in charge of the activity, unless specifically excepted by said person in charge; if an assistant reports late, his/her salary will be pro-rated for days worked.-
7. In the event that new activities are added to the co-curricular program by the School District, each will be studied jointly and placed on the schedule with appropriate compensation mutually agreed upon.
8. Participants in all activities must be accompanied by, and under the supervision of, a coach, faculty sponsor, or advisor.
9. If a teacher or an Activities Director is not to be reassigned a co-curricular activity position the following school year, he/she shall be notified in writing by the building Principal prior to the last day of the school year, if it is an activity that has been completed prior to that date and prior to July 1, for other co-curricular positions.
10. Activities Directors shall have a regular assignment of not more than five (5) hours of student contact time.
11. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities recommended by the building administrator and approved by the Assistant Superintendent requiring teacher time beyond the school day for advising/coaching students.

## **ARTICLE XX**

### **Special Compensation Groups**

#### **A. Substitute Teaching**

1. Long-term substitutes may be hired in the following cases:
  - 1) Teachers hired to replace permanent staff on parental or military leaves of absence
  - 2) Teachers hired to replace permanent staff who are on a leave of absence of at least thirty (30) working days, but less than one (1) year who have rights to reinstatement to a position

Such long-term substitutes shall be hired under the following provisions:

- a. Salary shall be based on the beginning step of the correct lane on the salary schedule as provided in this Agreement, unless it is a teacher returning from layoff to a long-term substitute position which is a semester or longer in duration or where in the opinion of the School Board and the Superintendent of Schools it is desirable to grant a higher step placement because of either the difficulty of filling a position with a qualified candidate or the unique qualifications of the applying candidate.
- b. Insurance, sick leave (except sick leave bank), and all other benefits except as provided in this Article, shall be the same as for regular employees except that salary and insurance benefits shall not be retroactive beyond the date that it was known by the School District that the permanent staff members would be absent for over thirty (30) working days.
- c. Teachers referred to in subsection d (1-2) below shall be eligible for step increases if hired as a permanent staff member or long term substitute for subsequent years and worked at least one hundred (100) working days the previous school year.
- d. Persons employed in a long-term substitute capacity shall accrue seniority only under the following conditions:

- 1) Any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.
- 2) Teachers on layoff who are placed in long-term substitute positions.
- 3) For the time worked in the school year immediately prior to becoming a permanent (contract) staff member in the case of a teacher hired to fill a vacancy created after the beginning of the school year.
- e. When a teacher on leave remains on leave beyond one (1) year the position will be posted as a permanent position.
- f. Long-term substitutes will be considered applicants new to the system when applying for contract posted positions.
2. Recall of laid off teachers to long-term substitute positions which are in the bargaining unit:

Employees desiring to be employed in long-term substitute assignments must maintain a letter of intent to accept a long term substitute assignment prior to the start (by August 15) of each school year with the Human Resource Department and be able to respond to a job within three (3) days of initial contact. It shall be the responsibility of the employee to maintain, in writing, a current telephone number at all times so that he/she can be reached within 48 hours (between the hours of 8:00 a.m. and 5:00 p.m. of each workday.)

A teacher, referred to in this sub-section, completing a term as a long-term substitute will continue to gain seniority equal to that of a less senior teacher in the same licensure area who is still employed in a long-term substitute position until such time as the more senior teacher refuses to accept another assignment during the same school year. Bumping between long-term substitute assignments is expressly prohibited.

- B. **Homebound Teachers.** The hourly rate for homebound teaching shall be \$24.96 per hour for the 2021-2022 school year and \$25.52 per hour for the 2022-2023 school year.
- C. **In-Service Training.** The hourly rate for in-service training (other than the teacher development program under Article XIII) shall be \$22.58 per hour for the 2021-2022 school year and \$23.09 per hour for the 2022-2023 school year.  
New teacher induction day (not to exceed 8 hours) \$22.58 per hour for the 2021-2022 school year and \$23.09 per hour for the 2022-2023 school year.
- D. **Driver Training.** The driver training hourly rate shall be \$25.82 per hour for the 2021-2022 school year and \$26.40 per hour for the 2022-2023 school year.
- E. **Other Hourly.** Teaching adult education classes when teachers' licensure is required, (except post-secondary vocational and extension classes) hourly paid special education teachers and those other salaries applicable to the hourly rate shall be \$22.58 per hour for the 2021-2022 school year and \$23.09 per hour for the 2022-2023 school year.
- F. **Excel Courses.**
  1. Excel summer school salary shall be at the hourly rate of \$24.96 for the 2021-2022 school year and \$25.52 for the 2022-2023 school year.
  2. Teachers teaching Excel shall be paid a co-curricular stipend of \$1,715.13, per semester.
- G. **Curriculum Writing.** Curriculum writing rate shall be \$32.72 per hour for the 2021-2022 school year and \$33.46 per hour for the 2022-2023 school year outside of the teacher contract day.
- H. **Counselors, Social Workers Activities Directors And Nurses.** Counselors and social workers shall work two (2) weeks in addition to the school year. The scheduling of the two (2) weeks shall be arranged through mutual agreement between the counselor, or social worker and his/her supervisor. School Nurses shall work two (2) additional days at the beginning of the school year. Activities Directors shall work four (4) weeks in addition to the school year. The scheduling of the four (4) weeks shall be arranged through mutual agreement between the Activities Director and his/her supervisor.
- I. Employees may contract for services beyond the term of the school calendar and shall be paid on the teachers' salary schedule for the terms of the school calendar and for services beyond such time the additional salary shall be based on the ratio that the number of weeks of additional employment bears to the number of weeks in the school calendar, and may contract for services beyond forty-two (42) weeks for a minimum of four and one-half (4 ½) hours per day for five (5) days a week.

- J. The mileage rate to employees shall be that established by the IRS. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted employees under this Agreement.
- K. Contract teachers, licensed for and agreeing to teach fee generating post-secondary vocational credit classes and/or hourly extension classes beyond their teacher contract day shall be paid on a pro-rata basis or on the School Board approved hourly extension pay schedule, whichever is greater.
- L. Parking Fees: Teachers will not be required to pay District-imposed parking fees.

**ARTICLE XXI**

**Vocational**

Vocational salary schedule shall be identical to the basic teacher salary schedule as to lanes, steps, and compensation on each step.

- A. The following provisions shall apply to vocational employees assigned to the Secondary Vocational Center:
  - 1. The School District may employ a vocational teacher on any step of the salary schedule based on work training and teaching experience. Non-degree teachers with appropriate vocational licensure shall be employed on the Bachelors lane. Effective July 1, 1979, non-degree vocational teachers will be allowed to advance to the BA+15, 30, 45 and MA Equivalency with all credits earned after securing their five (5) year license and appropriate credits in accordance with the lane requirement schedule provided below. Advancement beyond the MA equivalency requires a four (4) year BA (teaching) license and the appropriate additional credits (54 credits or a Masters Degree).

College credit for advancement beyond the BA degree must be secured through an accredited college in methods, educational psychology, education and vocational education.

Relicensure credits, which can be used for State relicensure, may also be used for lane movement. Relicensure credit which can be used for lane movement shall only be in the following areas: college courses, teacher development credits under Article XIII, industrial conferences, and workshops having pre-approval of the vocational relicensure committee. Relicensure credits used for lane change may only be credits earned beyond a teacher's workday/year. Credits shall be given to course work, which extends beyond a normal workday on a pro-rata basis. Teachers must provide necessary written documentation (official transcripts and original certificates) from the workshop sponsor supporting any credit claimed for lane movement.

Credits applied for lane movement shall be germane to the individual's present teaching assignment. College and teacher development credits used for lane change may only be credits earned beyond a teacher's workday/year unless prior approval, in writing, is secured from the Superintendent of Schools.

Workshop clock hours shall be given credit on the basis that twelve (12) clock hours shall equate to one (1) quarter hour credit for lane change purposes. Advancement onto the Ph.D. lane of the salary schedule shall be satisfied only if all requirements of Article XXII are attained in order to secure a Ph.D.

Approved workshop clock hour credits for the purpose of lane credit shall be considered graduate.

Official transcripts and original licenses substantiating any change in classification on the salary schedule for course work must be filed in the office of the Senior Human Resources Manager by October 15th of the school year in which the change is to become effective. Monetary adjustments in the contract salary retroactive to a teacher's first day of work during the current contract year will be made on the next payroll following approval of the change in classification.

**Lane requirements for degreed and non-degreed vocational teachers:**

| <b>CLASS.</b> | <b>DEGREE &amp; NUMBER OF COLLEGE CREDITS NEEDED TO ACQUIRE THE LANE</b>       | <b>MINIMUM NUMBER OF COLLEGE CREDITS (GRAD. &amp; UNDER GRAD.) &amp; TEACHER DEVELOPMENT CREDITS</b> | <b>MAXIMUM NUMBER OF WORKSHOP CLOCK HOUR CREDITS</b> |
|---------------|--|--|--|
| III+15        | Bachelors Degree Plus 15 Credits   | 12   | 3  |
| III+30        | Bachelors Degree Plus 30 Credits   | 12   | 3<br>(Or Total of 6)                                 |
| III+45        | Bachelors Degree Plus 45 Credits   | 12   | 3<br>(Or Total of 9)                                 |
| IV            | 1) Masters Degree<br>2) Bachelors Degree Plus 54 Credits (Masters Equivalency) | 9  | 3<br>(Or Total of 9)                                 |
| IV +15        | Masters or Equivalency Plus 15 Credits   | 12 (Graduate Only)   | 3  |
| IV +30        | Masters or Equivalency Plus 30 Credits   | 12 (Graduate Only)   | 3  |
| IV +45        | Masters or Equivalency Plus 45 Credits   | 12 (Graduate Only)   | 3  |

Sections A., B. (1), (2), (3), (4), (5), (8), (10), and D. through J. of Article XXII are also applicable to the vocational division.

Lane change requirements as provided herein pertain only to teachers assigned to the Secondary Vocational Center. Secondary Vocational Center is located where students from across the District may attend as opposed to Secondary Vocational Programs, which are located in a secondary building for which usually students from only that building attend and are instructed by staff which must always be degreed personnel. Secondary Vocational Program teachers' lane change requirements are provided only in Article XXI of this Agreement except for non-degreed teachers employed and assigned to a Secondary Vocational Program prior to July 1, 1979.

2. All vocational employees shall be employed for the same number of days as those employed on the school calendar. Vocational employees requested and agreeing to teach beyond the school calendar may contract for services and shall be compensated on a pro-rata basis for such additional services and the workday shall be the same as during the regular school year. Leave time for persons employed as counselors in student personnel services may be arranged by mutual consent of the employer and employee so as to allow for scheduled employment beyond the end of the normal school calendar.

**B. Secondary Vocational Centers**

1. All Secondary Vocational Center teachers may be allowed two one-half hour preparation periods so as not to conflict with the three (3) two (2) hour blocks of teaching. The workday for employees newly assigned to a Secondary Vocational Center after July 1, 1978, may provide six (6) hours of student contact time without additional compensation, provided two (2) hour blocks of time are required by the State plan.
2. The school day shall be between 7:45 a.m. and 3:45 p.m.

**C. Secondary Vocational Program**

1. Secondary Vocational Program teachers' workday shall be consistent with the high school location to which they are assigned. Teachers in these locations, teaching the six (6) hour day, will be compensated in accordance with Section II of Article X.

- D. Teachers without a degree but teaching with vocational licensure and assigned to secondary vocational educational programs and centers shall be based on the Class I and II lane, plus an additional one-sixth (1/6) pay for each hourly instructional load per week in excess of twenty-five (25) hours in accordance with

Section II of Article X, or shall be based on the Class III lane or Class III+15 lane or +30 lane or +45 lane on the appropriate step, whichever method of calculation is the greater.

Any teacher holding a four (4) year degree or beyond shall continue to be compensated based on the appropriate lane and step of the salary schedule for other secondary teachers and shall be compensated for assignments beyond the normal instructional load in accordance with Section II of Article X.

- E. The School District shall attempt to establish training programs in the local community for secondary teachers who are teaching vocationally reimbursable courses but who are not vocationally licensable. Teachers volunteering to enter this program of training may be granted a leave of absence with pay, with the School Board's approval, for that period of time necessary to secure such licensure.

## **ARTICLE XXII**

### **Salary Schedule And Regulations**

- A. The following conditions and rules apply to all employees except as otherwise provided in this Agreement.
  - 1. Salaries shall be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
  - 2. Pro-rata additions or subtractions shall be based on 1/192<sup>nd</sup> of an employee's base salary per day.
  - 3. Employees working half time or more shall be paid pro-rata on the salary schedule during the term of the school calendar and if their normal employment is extended beyond thirty-eight (38) weeks.
  - 4. Employees working less than half time shall be compensated in accordance with the applicable hourly rate.
- B. Credits to be allowed for application on the salary schedule shall be germane to the individual's teaching or extra-curricular assignment subject to the following guidelines:
  - 1. All credits earned or completed prior to winter quarter of the 1974-1975 school year shall qualify for advancement on schedule under the salary schedule regulations contained in the 1972-1974 Labor Agreement. All credits earned or completed prior to summer quarter 1978 shall qualify for advancement on schedule under the salary schedule regulations contained in the 1975-1977 Labor Agreement. Credits so qualifying shall not be lost or affected by this Article.
  - 2. Employees having completed fifteen (15) credits on an approved graduate program by the end of the fall quarter of 1974 may continue to complete such program and receive credit for advancement on the salary schedule notwithstanding the requirements of this Article if such program is completed by September 1, 1976.
  - 3. Credits once granted for advancement on the salary schedule shall not be affected by any change in an employee's teaching assignment.
  - 4. Credit will not be granted for a course that has been previously taken unless a request to duplicate such course has been approved by the Teachers' Development Committee.
  - 5. For those employed before the 1974-1975 school year, courses taken after fall quarter of 1974 qualify for advancement if such course work is required to retain licensure in the minor field.
  - 6. Movement beyond Class IV with a Master's equivalent or for nurses shall not be more than one (1) lane a year.

- 7. Lane Requirements:

| CLASS  | DEGREE & NO. OF CREDITS NEEDED TO ACQUIRE THE LANE                                  | NO. OF UNDER GRADUATE CREDITS ALLOWED PER LANE | NO. OF EXTRA CURRICULAR CREDITS ALLOWED PER LANE | NO. OF CREDITS FIELDS OF LICENSURE ALLOWED PER LANE (EFFECTIVE 07/01/88) |
|--------|---|--|--|--|
| III+15 | Bachelor Degree Plus 15 Credits   | 3  | 3  | 3  |
| III+30 | Bachelor Degree Plus 30 Credits   | 3<br>(Or Total of 6)                           | -<br>(Or Total of 3)                             | 3  |
| III+45 | Bachelor Degree Plus 45 Credits   | 3<br>(Or Total of 9)                           | -<br>(Or Total of 3)                             | 3**  |
| IV     | *(a) Master Degree,<br>(b) Bachelor Degree Plus 54 Credits<br>(Masters Equivalency) | 3<br>(Or Total of 9)                           | 3<br>(Or Total of 6)                             | 3**  |
| IV+15  | Master or Equivalency Plus 15 Credits   | 3  | 3  | 3  |
| IV+30  | Master or Equivalency Plus 30 Credits   | 3<br>(Or Total of 6)                           | -<br>(Or Total of 3)                             | 3  |
| IV+45  | Master or Equivalency Plus 45 Credits   | 3<br>(Or Total of 9)                           | 3<br>(Or Total of 6)                             | 3  |

\* At the discretion of the college granting the Master Degree. An approved Master program may include more than nine (9) undergraduate credits. However, these additional undergraduate credits can only be used at this class and not to attain previous or subsequent lanes.

\*\* Can use the three (3) credits for Class III+45 or IV, not both

8. All credits referred to in this schedule are quarter hour credits.
  9. Courses required by the State for continued licensure in the field of teaching assignment shall be considered to be germane; (for example, Human Relations training.)
  10. The Superintendent or his/her designee may approve courses that are not germane to the individual's teaching field or extra/curricular assignment in advance of taking the course.
  11. Teachers newly hired as of September 1998 shall no longer have access to the MA Equivalent Lane of MA+15 or beyond.
- C. Official transcripts substantiating any change in classification on the salary schedule and application for lane change must be filed in the office of the Senior Human Resources Manager by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
- D. It is required that teachers entering into a graduate program submit the plan to the Teacher Development Committee, including a course listing, before embarking upon the graduate program. Once a new graduate program is approved, all credits taken through that program will be considered to be germane.
- E. Increments for teachers employed during the school year:
1. Teachers who begin their service in the local School District on or before February 3<sup>rd</sup> of the school year will receive the full increment the following year.
  2. Teachers who begin their service after February 3<sup>rd</sup> will receive no increment the following year.
- F. Formula for determining the placement of newly-hired teachers on the salary schedule:
1. Newly hired teachers shall be hired on the salary schedule on the salary lane to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which he/she had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.
- The method of initial placement on the appropriate step within the lane shall be determined by School Board policy.

2. When a war veteran is hired as a teacher, if he/she was a full-term teacher at the time he/she entered the military service and has a continuous teaching and service record, he/she shall be given the same credit in the hiring formula for the time he/she was in the military service as if he/she had been teaching.
- G. **Period of Service:** The contract period for employees paid on the salary schedule shall, except for the period designated school not in session, be for the term of the school calendar unless otherwise provided in this Agreement, or unless assigned to positions in which the State Department of Education requires services beyond the term of the School Calendar and in such cases the contract period shall be extended for the additional weeks required according to the State guidelines. The school calendar shall be as attached hereto as Exhibit "C" for illustrative purposes. The school calendar is subject to change by the School Board consistent with the Board's authority to establish the annual school calendar as set forth in Minnesota Statutes section 120A.40 and 120A.41.
  - H. **Physical Examination:** Every employee within the bargaining unit shall be required to submit to a tuberculin test or chest x-ray as required by Minnesota Statute 144.441, subd 4, and the School District will assume the payment of the services necessary for such diagnosis and report, but shall not pay any travel or incidental expenses in connection therewith. Such test or x-ray shall be performed by such person or persons designated by the School District and shall be conducted within the School District if the necessary services are available within the School District.

Any other medical examination which may in the future be required by law or requested by the School District shall be paid for by the School District, including necessary travel and incidental expenses in connection therewith, except as such examination may in the future be required for continued licensure of such employees within the bargaining unit as are required to be licensed pursuant to rules or regulations established by the Minnesota State Board of Education.

- I. **Teachers' Meetings:** Teachers' meetings are not to be called during the school year on days when school is not in session.
- J. **Filing of Licenses - TRA and PERA Deduction:** Employees covered under this Agreement agree to present for filing with the office of the Senior Human Resources Manager prior to the beginning of the school year, if required and if not already done, a presently valid license or copy thereof, authorized by the Minnesota State Board of Education and issued by the Commissioner of Education for the State of Minnesota to perform the services for the position to which the employee is assigned. If not a member of the Teachers Retirement Association or the Public Employees' Retirement Association, the employee's contribution to said association will be deducted from the employee's salary payments, along with all deductions required by law and all deductions authorized in advance by the employee, in writing, and approved by the School District.
- K. **Education District:** All teaching positions resulting from Education District implementation shall be made by contracting with the individual school districts. The teacher so contracted, whether full or part-time, will continue on the seniority list of that teacher's home district and the salary schedule of that district. No combined Education District seniority list will be used.

### **ARTICLE XXIII**

#### **Seniority - Tenure**

- A. **Seniority** shall be established for all employees in the bargaining unit based upon their years of service as calculated under the following rules:
  1. In calculating service for seniority purposes, all service within the bargaining unit will be counted as well as all leave time granted by the School Board to a bargaining unit employee, provided that such leave time is immediately followed by continued employment and shall not include any time on leave while an employee of the School Board in a position not in this bargaining unit.

In the case of part-time employees, service time prior to July 1, 1983, will be calculated by accumulating hours worked in the school year with each hour of time worked being equivalent to 1/5 of a day, except for Head Start teachers, where one (1) hour of time will be equivalent to 1/8 of a day.

The accumulated number of days, rounded to the nearest full day, will be related to one hundred eighty (180) workdays representing a full work year and credited to service time. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

Effective July 1, 1983, service time involving all employees covered by this Agreement will be calculated only for those weeks of the school year in which the employee worked more than fourteen (14) hours per week converted to weeks (with a week constituting no more than forty (40) hours) rounded off to the nearest hundredth. Seniority shall not be counted for an additional assignment by a teacher performed outside the regular school day, or for a homebound assignment, or for long-term substitutes except:

- a. Persons who have established seniority standing as of June 30, 1983, pursuant to Article XX-A (2) of the 1981-1983 Agreement;
- b. Teachers on layoff who are placed in long-term substitute positions pursuant to Article XX of this Agreement;
- c. For teachers hired on and after July 1, 1985, any service in a single position for more than thirty (30) days within a twenty-four (24) month period immediately prior to becoming a permanent (contract) staff member.

or temporary employees except any seniority an employee may have accrued or established as a part-time or temporary employee during the period May 1, 1980, to July 1, 1981, shall be retained and included in determining seniority if such persons are employed under a contract for regular employment prior to July 1, 1983. Effective July 1, 2014, no person shall be given credit for more than 38.4 weeks in a work year. The work year shall be defined as September 1 through August 31.

2. In calculating seniority an employee who is re-employed in the bargaining unit whose continuous service has been interrupted for any reason, including transfer to non-bargaining unit employment or termination, will be granted credit for prior service only if the return to bargaining unit service is within two (2) years of the date of such interruption if the employee had previously accumulated bargaining unit seniority of two (2) years or more and, if less, the return to bargaining unit service must be within a period of time not greater than the equal to the amount of accumulated seniority at the time his/her continuous service was interrupted, provided this limitation is not applicable to teachers holiday re-employment rights under "C" of this Article.
3. Seniority will apply on a district-wide basis; i.e., a teacher may apply all services as defined in 1. above to any teaching assignment for which he/she is licensed at the time of layoff or reassignment resulting from layoff.
4. Where two (2) or more employees with the same amount of seniority commenced their employment on the same date the following shall apply in this order; the date of Board action, the date of acceptance and the date of oldest application. In calculating seniority, extra-curricular, summer school work, will be specifically excluded in calculating time worked and date of commencement of employment.
5. An updated seniority list shall be provided to the Union by the first day of school following winter recess and posted in each school building.

The list shall include name, number of weeks worked, date of employment or re-employment, date of Board action, acceptance date, date of oldest application and areas of licensure. Any employee whose name appears on such list, or may have been omitted from such list, and who may disagree with the findings of the School District and the order of seniority in said list shall have the opportunity to challenge by supplying documentation and proof of their request to change.

Upon failure of employee and Senior Human Resources Manager to agree to said change within ten (10) workdays of receipt of said documentation, proof and request of such change, the employee or the Union shall have five (5) workdays to file a grievance with the Superintendent. The grievance shall then be handled in accordance with Step II of the grievance procedure in this Agreement, subject further to the right of arbitration provided in the grievance procedure of this Agreement.

A supplemental list involving corrections shall be provided the Union representative and reposted by March 15.

Effective with the posting of the seniority list on the first day of school following winter recess in school year 1983-1984, any employee failing to protest their seniority as shown on such list within the period of time specified above shall be considered to have confirmed their seniority as listed. Challenge to seniority after school year 1983-1984 shall be limited only to the current year's seniority accrual.

- B. **Layoffs** necessitated because of discontinuance of position or lack of pupils, shall be in the reverse order of seniority with the last senior teacher to be the first laid off, provided in all cases that the teacher must be licensed for a newly sought position.

In any year in which a reduction in teaching staff is occurring, and the School District is placing teachers on layoff, only those licenses actually received by the Human Resources Department by March 1 shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after such time shall be utilized for purposes of recall to vacated or new positions but not to the current reduction.

- C. **Re-employment:** Any teacher having been laid off due to staff reduction shall have re-employment rights for a period of four (4) school years following layoff, and re-employment, shall be in the reverse order of layoff, providing in all cases the teacher must be licensed for the position for which re-employment is sought. Re-employment rights may be exercised as vacancies occur. No employed teacher will be required to transfer to another licensure area or building in a realignment of positions to accommodate re-employment of teachers on layoff. Re-employed teachers shall be reinstated with full credit for seniority, salary, sick leave, and all other benefits as though their service was not interrupted, except that the aforementioned shall not accrue during the time they were not under contract because of layoff. If re-employment is offered under the provisions of this Section, the teacher must return to employment with the District not later than the commencement of the next beginning school year; provided, a teacher laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of his/her relative position on the re-employment list. A teacher who accepts an offer of re-employment to a part-time position pursuant to this paragraph or who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish his/her right to reinstatement into a full-time position based on his/her seniority and qualifications thereafter. When placed on layoff, a teacher shall file his/her name and address with the School District's Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on layoff to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein. The teacher receiving notice shall give written acceptance of the offer of re-employment within one-half the time remaining between the date of mailing of the offer and the date school commences, but in any event the teacher shall have not less than ten (10) days from the date of mailing to respond.

A teacher who returns to a part-time position involving less hours than their tenure right would permit of permanent nature from layoff status will have the option of staying in that position even if another position for which a license is held of more hours opens in that year. Should the more senior teacher remain in the part-time position, he/she will be granted seniority equal to the less senior teacher who assumes that position of more hours per week. A permanent position is defined as a position, which is permanently vacated by its incumbent for which seniority is accrued and which is not a long-term substitute position.

- D. **Tenure Rights:** Any employee within the appropriate bargaining unit who is not otherwise covered by the provisions of Minnesota Statutes, Section 122A.41 or any act amendatory or in place thereof, shall during the first three (3) years of consecutive employment with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason upon thirty (30) days written notice of said discharge. Following said three (3) consecutive years of employment with the School District without notice of termination or discharge as stated above, said employee shall not be

discharged, suspended or demoted except for just cause which shall include, but not be limited to, the causes specified in Minnesota Statutes, Section 122A.41. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reasons given or causes stated shall have the right to have his/her status reviewed within the time limits and pursuant to the grievance procedure provided in this Agreement.

## **ARTICLE XXIV**

### **Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

## **ARTICLE XXV**

### **Site Based Decision Making**

The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a labor management process to be known as the Quality Leadership Initiative comprised of a central steering committee called the Quality Steering Committee with subcommittees including the High School Quality Leadership Team, the Middle School Quality Leadership Team, the Elementary School Quality Leadership Team, the Special Education Quality Leadership Team, and building level leadership teams. The Quality Steering Committee will create additional special purpose committees as appropriate to address issues such as insurance, assignment and transfer and co-curricular.

The number of members and duties of the leadership teams and committees will be determined by the Quality Steering Committee with the D.F.T. selecting teacher members and administration selecting administration members.

The President of the D.F.T. and the Superintendent will jointly select and appoint two (2) co-facilitators from the D.F.T. and administration. The D.F.T. Facilitator will be a 0.2 FTE position. The D.F.T. President's District assignment will include Quality Process responsibilities. Release time will be afforded the D.F.T. President, not to exceed one (1) class period (.2 FTE) for the purpose of working with the District Administration on the Labor Management Process. The Superintendent and the D.F.T. President will serve on the Quality Steering Committee and with the Facilitator, will determine agendas.

In addition, The Duluth Federation of Teachers (D.F.T.) and Independent School District No. 709 agree to implement a Continuous Improvement Process (CIP). CIP leadership teams and the meeting calendar will be developed jointly between the D.F.T. President, D.F.T. Facilitator, district administration and building principals. The intent of CIP will be to provide support and training for district wide initiatives.

Budget and cost of both the Quality Leadership Initiative and Continuous Improvement Process (CIP) will be the responsibility of the District. Certified teaching staff who agree to serve on a site Continuous Improvement Team (CIT) will receive a stipend of \$500 per school year to be a member of the CIT. Being a member of the CIT will require meetings outside of the teacher work day not to exceed two (2) times per month.

## **ARTICLE XXVI**

**Term Of Agreement**

This Agreement represents the full and complete Agreement between the parties and supersedes all previous Agreements between the parties. The parties agree to faithfully execute all the provisions of this Agreement. The teachers agree that they will not call, engage in, or sanction any strike, stoppage of work or other connected refusal to perform services during the term of this Agreement.

This Agreement shall be effective on July 1st, except as otherwise provided herein. The term of this Agreement shall be from July 1, 2021, to June 30, 2023, except as otherwise provided herein, and thereafter according to law.

Contracts: Following ratification, the 2021-2023 Collective Bargaining Agreement will be placed on the District's Internet site. One hundred (100) copies of the Collective Bargaining Agreement will be printed for the D.F.T.

Dated at Duluth, Minnesota, on April 26, 2022.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS  
LOCAL NO 692**

By: \_\_\_\_\_  
Chairperson of the School Board President

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

By: \_\_\_\_\_  
Clerk of the School Board

**EXHIBIT "A"**

**STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED**

| <i>POSITION</i>              | <i>RATE FOR STAFF MEMBER/SCHOOL</i> | <i>RATE FOR STAFF MEMBER/SCHOOL</i> |
|------------------------------|-------------------------------------|-------------------------------------|
| <i>SENIOR HIGH ATHLETICS</i> | <i>2021-2022</i>                    | <i>2022-2023</i>                    |

|                     |         |         |
|---------------------|---------|---------|
| Activities Director | \$6,177 | \$6,316 |
|---------------------|---------|---------|

**HEAD COACHES**

|  |         |         |
|--|---------|---------|
| Basketball   | \$5,957 | \$6,091 |
| Football   | \$5,957 | \$6,091 |
| Hockey (1 program per school boys, 1 program in District girls)    | \$5,957 | \$6,091 |
| Swimming (1 program in District boys, 1 program per school girls)  | \$4,764 | \$4,871 |
| Track (1 boys & 1 girls head coach per school)                     | \$4,917 | \$5,028 |
| Volleyball   | \$5,065 | \$5,179 |
| Baseball   | \$4,806 | \$4,914 |
| Softball   | \$4,806 | \$4,914 |
| Cross-Country (1 program per school boys/girls combined)           | \$4,239 | \$4,334 |
| Tennis   | \$3,903 | \$3,991 |
| Golf (1 program per school boys/girls combined)                    | \$3,123 | \$3,193 |
| Skiing Alpine (1 program per school boys/girls combined)           | \$3,712 | \$3,795 |
| Skiing Nordic (1 program per school boys/girls combined)           | \$4,055 | \$4,146 |
| Soccer   | \$4,205 | \$4,300 |
| Dance Team   | \$4,806 | \$4,914 |
| Robotics Team  | \$4,031 | \$4,122 |
| Lacrosse (1 Program in District boys, 1 program in District girls) | \$3,943 | \$4,031 |

**ASSISTANT COACHES**

|                               | <i>2021-2022</i> | <i>2022-2023</i> |
|-------------------------------|------------------|------------------|
| Football (3)                  | \$3,881          | \$3,968          |
| Basketball (1 Boys & 1 Girls) | \$3,881          | \$3,968          |

|  |         |         |
|--|---------|---------|
| Hockey (1 Boys, 1 Girls)   | \$3,881 | \$3,968 |
| Swimming (1 Boys, 1 Girls)   | \$3,169 | \$3,240 |
| Track (4 assistant coaches per school boys/girls combined)         | \$3,215 | \$3,287 |
| Baseball   | \$3,040 | \$3,108 |
| Volleyball   | \$3,189 | \$3,261 |
| Softball   | \$3,040 | \$3,108 |
| Cross-Country (1 program per school boys/girls combined)           | \$2,876 | \$2,941 |
| Golf (1 program per school boys/girls combined)                    | \$1,846 | \$1,887 |
| Tennis (1 Boys, 1 Girls)   | \$2,485 | \$2,541 |
| Soccer (1 Boys, 1 Girls)   | \$2,762 | \$2,824 |
| Nordic Ski (1 program per school boys/girls combined)              | \$2,702 | \$2,762 |
| Alpine Ski (1 program per school boys/girls combined)              | \$2,032 | \$2,077 |
| Dance Team   | \$3,041 | \$3,109 |
| Lacrosse (1 Program in District boys, 1 program in District girls) | \$2,681 | \$2,741 |

| <b>ADVISORS/COACHES NINTH GRADE</b>                          | <b>2021-2022</b> | <b>2022-2023</b> |
|--|------------------|------------------|
| Football - Assistant (2)                                     | \$2,882          | \$2,947          |
| Basketball - Assistant (1 Boys, 1 Girls)                     | \$3,036          | \$3,104          |
| Track - Assistant (1 program per school boys/girls combined) | \$2,508          | \$2,565          |
| Volleyball - Assistant                                       | \$2,522          | \$2,579          |
| Intramural   | \$2,137          | \$2,185          |

|                    |         |         |
|--------------------|---------|---------|
| <b>INTRAMURALS</b> | \$3,794 | \$3,879 |
|--------------------|---------|---------|

| <b>SENIOR HIGH ACTIVITIES</b> | <b>2021-2022</b> | <b>2022-2023</b> |
|-------------------------------|------------------|------------------|
| Head Cheerleader Advisor      | \$3,657          | \$3,739          |
| Assistant Cheerleader Advisor | \$2,377          | \$2,431          |
| Band                          | \$4,440          | \$4,540          |
| Vocal                         | \$1,534          | \$1,569          |
| Orchestra                     | \$1,447          | \$1,479          |

|  |  |  |
|--|--|--|
| Plays (Per Act, 10 Act Maximum)                            | \$638                                    | \$653                                    |
| <b>EXHIBIT "A"</b>   |  |  |
| Page 2 of 3  |  |  |
| STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED          |  |  |
| <b>POSITION</b>  | <b>RATE FOR STAFF MEMBER/<br/>SCHOOL</b> | <b>RATE FOR STAFF MEMBER/<br/>SCHOOL</b> |
| <b>SENIOR HIGH ACTIVITIES (CONTINUED)</b>                  | 2021-2022                                | 2022-2023                                |
| Plays (Stage, Lighting & Sound)                            | \$1,174                                  | \$1,200                                  |
| Speech Head Coach  | \$4,032                                  | \$4,123                                  |
| Speech Assistant Coach                                     | \$1,414                                  | \$1,446                                  |
| Debate Head Coach  | \$3,490                                  | \$3,569                                  |
| Debate Assistant Coach                                     | \$1,864                                  | \$1,906                                  |
| Academic Clubs (5 Per School)                              | \$1,084                                  | \$1,108                                  |
| Mathematics Coach  | \$2,242                                  | \$2,292                                  |
| Knowledge Bowl   | \$2,213                                  | \$2,263                                  |
| Special Olympics Coach                                     | \$3,768                                  | \$3,853                                  |
| Jazz Band Director   | \$1,534                                  | \$1,569                                  |
| Newspaper  | \$4,032                                  | \$4,123                                  |
| Annual   | \$3,089                                  | \$3,159                                  |
| Technology   | \$4,226                                  | \$4,321                                  |
| Musical Director   | \$3,312                                  | \$3,386                                  |
| Musical Tech. Director                                     | \$994                                    | \$1,017                                  |
| Musical Costumer   | \$397                                    | \$406                                    |
| Musical Choreographer                                      | \$397                                    | \$406                                    |
| Stage (For School Events)                                  | \$2,410                                  | \$2,464                                  |
| Clubs That Travel (e.g. BPA, FFA, HOSA, FCCLA-HERO) Max. 3 | \$3,445                                  | \$3,523                                  |
| <b>CLASS ADVISOR</b>                                       | 2021-2022                                | 2022-2023                                |
| Senior Class   | \$1,275                                  | \$1,303                                  |
| Junior Class   | \$956                                    | \$977                                    |

|                                 |           |           |
|---------------------------------|-----------|-----------|
| Sophomore Class                 | \$689     | \$704     |
| Freshman Class                  | \$587     | \$600     |
| <b>MIDDLE SCHOOL ATHLETICS</b>  |           |           |
|                                 | 2021-2022 | 2022-2023 |
| Activities Director             | \$1,237   | \$1,265   |
| <b>HEAD COACHES</b>             |           |           |
|                                 | 2021-2022 | 2022-2023 |
| Cross-Country                   | \$986     | \$1,008   |
| Skiing                          | \$378     | \$387     |
| Head Boys Basketball - Grade 8  | \$1,523   | \$1,557   |
| Head Boys Basketball - Grade 7  | \$1,523   | \$1,557   |
| Head Girls Basketball - Grade 8 | \$1,523   | \$1,557   |
| Head Girls Basketball - Grade 7 | \$1,523   | \$1,557   |
| Head Boys/Girls Swimming        | \$1,218   | \$1,245   |
| Asst. Boys/Girls Swimming       | \$853     | \$872     |
| Asst. Boys/Girls Swimming       | \$853     | \$872     |
| Head Boys/Girls Track           | \$1,218   | \$1,245   |
| Asst. Boys/Girls Track          | \$853     | \$872     |
| Asst. Boys/Girls Track          | \$853     | \$872     |
| Head Girls Volleyball - Grade 8 | \$1,218   | \$1,245   |
| Head Girls Volleyball - Grade 7 | \$1,218   | \$1,245   |
| <b>INTRAMURALS PROGRAM (8)</b>  | \$957     | \$978     |

**EXHIBIT "A"**

Page 3 of 3

**STIPENDS ARE PER SCHOOL, PER PROGRAM UNLESS NOTED**

| <b>POSITION</b>                 | <b>RATE FOR STAFF MEMBER/<br/>SCHOOL</b> | <b>RATE FOR STAFF MEMBER/<br/>SCHOOL</b> |
|---------------------------------|--|--|
| <b>MIDDLE SCHOOL ACTIVITIES</b> |  |  |
|                                 | 2021-2022                                | 2022-2023                                |
| Band                            | \$757                                    | \$774                                    |
| Vocal                           | \$757                                    | \$774                                    |

|  |           |           |
|--|-----------|-----------|
| <b>Orchestra</b>   | \$757     | \$774     |
| <b>Plays (Per Act, 3 Act Maximum)</b>  | \$593     | \$607     |
| Plays (Stage, Lighting & Sound)  | \$596     | \$610     |
| <b>Newspaper (Per Issue, Max. of 6 Issues Per Year)</b>  | \$437     | \$447     |
| <b>Academic Clubs (Max 5)</b>  | \$1,084   | \$1,108   |
| Special Olympics Coach   | \$1,155   | \$1,181   |
| <b>Annual</b>  | \$1,068   | \$1,092   |
| <b>Technology</b>  | \$3,563   | \$3,643   |
| Musical Director   | \$3,312   | \$3,386   |
| Musical Tech. Director   | \$994     | \$1,017   |
| Musical Costumer   | \$397     | \$406     |
| Musical Choreographer  | \$397     | \$406     |
| <b>Stage</b>   | \$1,194   | \$1,221   |
| <b>ELEMENTARY SCHOOL ATHLETICS</b>   |           |           |
|  | 2021-2022 | 2022-2023 |
| <b>Choir Director</b>  | \$732     | \$748     |
| Elementary Clubs (6)   | \$662     | \$676     |
| <b>Technology</b>  | \$2,897   | \$2,962   |
| <b>School Patrol Advisor 0-10 Corners</b>  | \$897     | \$917     |
| 10+ Corners  | \$956     | \$977     |
| <b>HIGH SCHOOL ADDITIONAL ASSISTANT COACHES</b>  |           |           |
| Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, nordic skiing, speech)  |           |           |
| <b>MIDDLE SCHOOL ADDITIONAL ASSISTANT COACHES</b>  |           |           |
| Add an assistant coach for approximately every twenty (20) participants for non-cut activities. (track, cross country, nordic skiing, speech)  |           |           |
| Add an assistant coach if participation is above 90 and every additional twenty (20) participants beyond that for non-cut activities (track, cross country, swimming)  |           |           |
| <b>SITE COUNCIL STIPENDS</b>   |           |           |
| Site council team members shall receive an annual stipend of \$315 for the 2021-2022 school year and \$322 for the 2022-2023 and the site council chair shall receive a annual stipend of \$525 for the 2021-2022 school year and \$537 for the 2022-2023 school year. The stipends are subject to availability of funding out of staff development funds, if any, and are payable to a maximum of ten (10) participants per site. |           |           |
| All Item shaded in grey are funded for the duration of the most recent collective bargaining agreement   |           |           |



**TEACHERS' SALARY SCHEDULE  
DULUTH PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 709  
EFFECTIVE 2021-2022**

| <b>STATE CODE</b> | <b>3<br/>III</b>         | <b>4<br/>III + 15</b>   | <b>5<br/>III + 30</b>   | <b>6<br/>III + 45</b>   | <b>8<br/>IV</b>   | <b>9<br/>IV + 15</b>   | <b>10<br/>IV + 30</b>  | <b>11<br/>IV + 45</b>  | <b>14<br/>PhD</b> |
|-------------------|--------------------------|-------------------------|-------------------------|-------------------------|-------------------|------------------------|------------------------|------------------------|-------------------|
| <b>STEP</b>       | BA OR BS<br>CLASS<br>III | CLASS<br>III<br>PLUS 15 | CLASS<br>III<br>PLUS 30 | CLASS<br>III<br>PLUS 45 | MA<br>CLASS<br>IV | CLASS<br>IV<br>PLUS 15 | CLASS<br>IV<br>PLUS 30 | CLASS<br>IV<br>PLUS 45 | CLASS<br>V        |
| <b>1</b>          | \$40,160                 | \$40,683                | \$41,426                | \$42,165                | \$46,599          | \$47,866               | \$49,135               | \$50,400               | \$51,666          |
| <b>2</b>          | \$40,748                 | \$41,490                | \$42,231                | \$42,969                | \$48,543          | \$49,843               | \$51,114               | \$52,383               | \$53,652          |
| <b>3</b>          | \$42,481                 | \$43,223                | \$43,964                | \$44,707                | \$50,737          | \$52,010               | \$53,280               | \$54,552               | \$55,820          |
| <b>4</b>          | \$44,236                 | \$44,983                | \$45,719                | \$46,464                | \$53,140          | \$54,414               | \$55,689               | \$56,959               | \$58,228          |
| <b>5</b>          | \$46,204                 | \$46,948                | \$47,689                | \$48,432                | \$56,396          | \$57,664               | \$58,941               | \$60,217               | \$61,486          |
| <b>6</b>          | \$48,457                 | \$49,200                | \$49,945                | \$50,692                | \$59,949          | \$61,225               | \$62,500               | \$63,779               | \$65,055          |
| <b>7</b>          | \$51,381                 | \$52,127                | \$52,873                | \$53,621                | \$64,501          | \$65,783               | \$67,065               | \$68,345               | \$69,628          |
| <b>8</b>          | \$54,304                 | \$55,055                | \$55,802                | \$56,549                | \$69,531          | \$70,870               | \$72,209               | \$73,544               | \$74,832          |
| <b>9</b>          |                          |                         |                         |                         | \$74,560          | \$75,957               | \$77,354               | \$78,744               | \$80,034          |

**Career Increment:**

Employees after 15 years of seniority will receive an additional increment of \$1,400.00  
 Employees after 20 years of seniority will receive an additional increment of \$2,200.00  
 Employees after 25 years of seniority will receive an additional increment of \$3,100.00

**TEACHERS' SALARY SCHEDULE  
DULUTH PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 709  
EFFECTIVE 2020-2021**

| <b>STATE<br/>CODE</b> | <b>3<br/>III</b>         | <b>4<br/>III + 15</b>   | <b>5<br/>III + 30</b>   | <b>6<br/>III + 45</b>   | <b>8<br/>IV</b>   | <b>9<br/>IV + 15</b>   | <b>10<br/>IV + 30</b>  | <b>11<br/>IV + 45</b>  | <b>14<br/>PhD</b> |
|-----------------------|--------------------------|-------------------------|-------------------------|-------------------------|-------------------|------------------------|------------------------|------------------------|-------------------|
| <b>STEP</b>           | BA OR BS<br>CLASS<br>III | CLASS<br>III<br>PLUS 15 | CLASS<br>III<br>PLUS 30 | CLASS<br>III<br>PLUS 45 | MA<br>CLASS<br>IV | CLASS<br>IV<br>PLUS 15 | CLASS<br>IV<br>PLUS 30 | CLASS<br>IV<br>PLUS 45 | CLASS<br>V        |
| <b>1</b>              | \$41,063                 | \$41,599                | \$42,358                | \$43,114                | \$47,648          | \$48,943               | \$50,241               | \$51,534               | \$52,828          |
| <b>2</b>              | \$41,664                 | \$42,424                | \$43,181                | \$43,935                | \$49,635          | \$50,964               | \$52,264               | \$53,561               | \$54,859          |
| <b>3</b>              | \$43,437                 | \$44,196                | \$44,954                | \$45,713                | \$51,879          | \$53,181               | \$54,479               | \$55,780               | \$57,076          |
| <b>4</b>              | \$45,232                 | \$45,995                | \$46,748                | \$47,510                | \$54,336          | \$55,639               | \$56,942               | \$58,241               | \$59,538          |
| <b>5</b>              | \$47,243                 | \$48,004                | \$48,762                | \$49,521                | \$57,665          | \$58,961               | \$60,267               | \$61,572               | \$62,869          |
| <b>6</b>              | \$49,548                 | \$50,307                | \$51,069                | \$51,833                | \$61,298          | \$62,603               | \$63,907               | \$65,214               | \$66,518          |
| <b>7</b>              | \$52,537                 | \$53,300                | \$54,063                | \$54,827                | \$65,953          | \$67,263               | \$68,574               | \$69,883               | \$71,195          |
| <b>8</b>              | \$55,526                 | \$56,294                | \$57,057                | \$57,822                | \$71,095          | \$72,465               | \$73,834               | \$75,199               | \$76,515          |
| <b>9</b>              |                          |                         |                         |                         | \$76,237          | \$77,666               | \$79,095               | \$80,515               | \$81,835          |

**Career Increment:**

Employees after 15 years of seniority will receive an additional increment of \$1,500.00  
 Employees after 20 years of seniority will receive an additional increment of \$2,300.00  
 Employees after 25 years of seniority will receive an additional increment of \$3,200.00

**DATES ARE NOT FINAL AND ARE  
SUBJECT TO CHANGE.**

**EXHIBIT C**

**CALENDAR  
School Year 2021-2023  
Independent School District #709  
Duluth, Minnesota**

|                    | <b><u>2021-2022</u></b> | <b><u>2022-2023</u></b> |
|--------------------|-------------------------|-------------------------|
| School Year Begins | August 31, 2021         | August 30, 2022         |
| School Year Closes | June 10, 2022           | June 9, 2023            |
| Opening of School  | September 7, 2021       | September 6, 2022       |

**School Not In Session**

|  | <b><u>2021-2022</u></b>          | <b><u>2022-2023</u></b>                         |
|--|----------------------------------|---|
| Staff Meeting/Professional Development   | August 31 &<br>September 1, 2021 | August 30 & 31, 2022                            |
| <i>(no more than a total of 12 hours of Building and District meetings for the above two days)</i> |                                  |   |
| Teacher Preparation Day  | September 1 & 2, 2021            | August 31 &<br>September 1, 2022                |
| No School Staff/Students (Non-Contract Day)  | September 3, 2021                | September 2, 2022                               |
| Labor Day  | September 6, 2021                | September 5, 2022                               |
| Teachers Convention (MEA)  | October 21 & 22, 2021            | October 20 & 21, 2022                           |
| Thanksgiving & Friday following  | November 25 & 26, 2021           | November 24 & 25, 2022                          |
| Winter Recess  | December 23-31, 2021             | December 23-30, 2022 and<br>and January 2, 2023 |
|  | Resumes January 3, 2022          | Resumes January 3, 2023                         |
|  |                                  |   |
|  | <b><u>2021-2022</u></b>          | <b><u>2022-2023</u></b>                         |
| Martin Luther King Day   | January 17, 2022                 | January 16, 2023                                |
| End of Semester Records Day  | January 21, 2022                 | January 23, 2023                                |
| Presidents' Day  | February 21, 2022                | February 20, 2023                               |
| Winter Break   | February 24 & 25, 2022           | February 23-24, 2023                            |
| Spring Break   | April 20-22, 2022                | April 12-14, 2023                               |
| Memorial Day   | May 30, 2022                     | May 29, 2023                                    |

Legal holidays not shown above as holidays or recess days are teaching days with students in session. The equivalent of two (2) school days are also to be scheduled for evening and/or other non-duty hours for fall and spring conferencing/counseling. Bargaining unit members who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the schedule of times to be agreed upon by the unit member and the immediate supervisor.

**Emergency Closing**

In the event that more than two (2) teacher workdays in session with students are lost due to an emergency, teachers may be required to perform duties on other days or days in lieu thereof. There shall be consultation with the Union in the re-scheduling of said days. Teachers shall not be required to be present on days when school is closed due to emergencies.

**Daylight Savings Time**

Starting and closing times may be adjusted by no more than one (1) hour if daylight savings time is in effect

between December 1 and January 31 of the following year with prior consultation with the Union.

### **Two Hour Late Start**

Teachers who are scheduled at the beginning of the school day will start two hours later than their regularly scheduled reporting time. i.e.: Elementary teachers who report at 7:15 am will now report at 9:15 am. All Schools will dismiss at their regular times.

### **Open House**

Certified teaching staff shall participate in a building open house not to exceed (2) hours. These hours will be flexed by agreement with teachers and building administration. (i.e. flexible work day, in lieu of conference time, etc.)

## **EXHIBIT "D"**

### **Special Education Caseload Process**

The Duluth School District and the Duluth Federation of Teachers have established a list of guidelines for teachers and administrators to use in addressing caseload concerns. If an individual and/or group has a caseload concern, the first need will be to gather data based on those guidelines. If, after reviewing the gathered data, the individual and/or group still has concerns regarding the caseload, they will then meet as a Building Special Education Team and include the respective Pyramid Supervisor and the Building Level Administrator.

If a satisfactory resolution is not obtained, a formal written review will be developed and forwarded to the Director of Special Education and the D.F.T. for information and possible action.

If a satisfactory explanation or resolution is not obtained, the matter will be reviewed by a Special Education Review Board, consisting of one (1) School Board Member, the Director of Special Education and a D.F.T. Representative.

A written report will then go to the Superintendent, School Board and D.F.T.

### **Guidelines That May Relate To Caseloads**

1. State rules and regulations.
2. Collective bargaining agreement regarding teachers' workday.
3. Total number of students for whom responsible.
4. Time involved in meeting due process requirements for students.
5. Number of students receiving direct vs. indirect service.
6. Student contact hours per teacher.
7. Number of students in each class.
8. Variations in degree of services provided to students.
9. Amount of service to be provided, as stated in IEP's.
10. Services provided in more than one location.
11. Preparation time.
12. Severity of handicaps of students.
13. Turnover rate of caseload.
14. Travel schedule.
15. Representative caseloads of other staff in similar teaching situations.
16. Recommended caseload maximums as provided by governing/accrediting/advocacy or other agencies, for example, Speech and Hearing Association.
17. Extent of other student related tasks, such as, curriculum adaptations, Planned Documented Intervention, conferring with regular education staff, etc.

**Memorandum of Agreement  
One-Time Recruitment/Retention Stipend**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Duluth Federation of Teachers (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers and other individuals employed in positions within the teacher’s bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a \$600 longevity and retention stipend during the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of agreement separate from the CBA;

NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOA, the term “Employee” refers to individuals employed in a position that is in the teachers’ bargaining unit represented by the Union.
2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of \$600 for the 2021-22 school year.
3. An Employee is eligible to receive the longevity and retention stipend if one of the following two criteria are met:
  - a. Employees hired and employed on or prior to June 30, 2021 are eligible if they have remained in active and eligible status through both parties’ ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties’ ratification of the contract.
  - b. Employees hired and employed after June 30, 2021 will be eligible if they remain in active and eligible status through June 10, 2022. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after June 10, 2022.
4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.

This MOA is separate from and not part of the CBA. This MOA does not establish any precedent or practice that will continue after June 30, 2022. No party may present or rely on this MOA as establishing any precedent or practice extending beyond June 30, 2022. This MOA will expire on June 30, 2022.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on the dates set forth below.

**Independent School District No. 709**

**Duluth Federation of Teachers**

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

\_\_\_\_\_  
President

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Co-Curricular Activities**

The Duluth Federation of Teachers (“DFT”) and Independent School District No. 709 (“District”) agree to this Memorandum of Understanding pertaining to the below language regarding the following co-curricular items.

1. Once hired, head coaches will appoint assistant coaches with the approval of the activities director and/or building principal.
  2. Stipends for coaching staff(s) cannot exceed amounts listed in the Co/Extra Curricular Compensation Schedule.
  3. Academic clubs noted in the Co/Extra Curricular Compensation Schedule are identified as student activities shall be appointed from within the school by the building principal.
  4. Plays that are extended beyond a reasonable per act basis may be approved for additional per act stipends (not to exceed 10 Act Maximum). Pre-approval must first be made with building principal and activities director.
- This MOU will remain in effect until the effective date of the next collective bargaining agreement.

The signature below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 709

DULUTH FEDERATION OF TEACHERS

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### Digital Learning Workload

The Duluth Federation of Teachers (“DFT”) and Independent School District No. 709 (“District”) agree to this Memorandum of Understanding pertaining to the certified teaching staff at Academic Excellence Online (AEO) and Area Learning Center (ALC) regarding the digital learning work load.

The basic week for the certified teaching staff at Academic Excellence Online (AEO) and Area Learning Center (AIC) is considered forty (40) hours. These hours may be flexible upon mutual agreement with their building administrator. The teacher positions at Academic Excellence Online (AEO) and Area Learning Center (ALC) are considered TOSA (Teacher on Special Assignment) positions.

#### **Full time AEO/ALC positions**

1. The work week shall be a four (4) day week, Monday through Thursday.
2. The typical teacher work day shall be 8:00 a.m. to 6:00 p.m. and shall include one (1) class period of duty-free preparation time and (30) minutes of duty-free lunch time.
3. Duties may not be scheduled on Holidays or recess days.
4. A teacher work day may be a digital learning or a combination of digital learning and the ALC seat based program.
5. Each seat based ALC class shall be considered a .2 FTE.

Digital Learning student enrollment consists of students enrolled in courses at Academic Excellence Online (AEO) and Area Learning Center (ALC) Credit recovery and independent Study. A teacher's workload shall follow state online guidelines limiting the number of students per section. A teacher teaching 3+ digital classes (majority of their assignment being digital) shall not have a total student roster exceeding 200 active students at any one time. This roster shall include students in additional classes taught such as seat-based, independent study, and credit recovery assignments. As a TOSA the number of preparations shall be considered but not limited to the Article X limits. Upon mutual agreement by the principal and teacher, the above limits may be adjusted and other duties may be considered to equate or adjust staffing percentage.

As part of a teacher's assignment at Academic Excellence Online (AEO) and Area Learning Center (ALC) administration may assign AEO, Credit Recovery and Independent Study support at another district site. Every period assigned at another site within the student day shall equate to .2 FTE of their assignment. If assigned the extended day period before school (Zero Hour), it shall also equate to .2 FTE of their assignment. If assigned the extended day period after school (3:45-5:00), it shall equate to .2 FTE of their assignment as well. This support will follow the AEO/ALC work week schedule of Monday through Thursday, A teacher will not be required to travel more than once per day and a minimum of 30 minutes will be allowed to travel between sites.

ALC/AEO staff meetings shall be scheduled as needed as mutually agreed upon by staff and ALC/AEO principal.

#### **Part time AEO/ALC Teachers** (including ones who travel between buildings as well as hourly teachers.)

1. Each seat based ALC class shall be considered a .2 FTE including the extra or 5<sup>th</sup> period per week. (This extra or 5<sup>th</sup> period is assignable by administration to facilitate non-academic responsibilities or other duties as required).
2. Digital learning responsibilities for part-time teachers shall be staffed at a .2 for every 40 students according to State Statute.
3. A part time teacher work day may be all digital learning or a combination of digital learning and the ALC seat based program.
4. If a part time teacher's digital learning responsibilities involve online (AEO) and/or extended day programming (i.e. credit recovery and/or independent study) they will be responsible to maintain office hours for student support during designated extended day support times that occur outside the seat-based student day. Each .1 or tenth of the AEO/ALC assignment will result in one office hour. (i.e. a .4 FTE = 4 office hours per week).
5. Hourly AEO/ALC Teachers whose total assignment is less than .5 will be paid at their pro rata hourly rate.

#### **AEO Course Creation**

A mutual agreement of time during the work day between administration and teaching staff could be made in lieu of payment for approved course creation. If approved course creation occurs outside the teacher work day the teacher will be paid based on the following stipend guidelines once the course is completed and meets MDE, NCAA and district standards and requirements. Courses built for AEO will be compensated at a rate not to exceed \$2,500 per semester course and not to exceed \$5,000 per year long course.

Courses must be pre-approved by April 1st of the previous year to be built the following calendar year by mutual agreement of the teacher, principal and curriculum coordinator All courses are ISD 709 property.

Digital courses that do not have existing MDE, NCAA, or district curriculum standards and requirements, which are built outside of the teacher work day, shall be compensated the current curriculum writing hourly rate. The maximum number of hours allotted for course creation shall be pre-approved by April 1st of the previous year with the intent that the course will be built the following calendar year. This approval shall be by mutual agreement of the teacher, principal and curriculum coordinator. All courses are property of ISD 709.

Items not addressed in the Digital Learning Workload Memorandum of Understanding shall revert to the provisions in Article X that apply to secondary teachers, contained in the currently applicable teachers' collective bargaining agreement.

- This MOU will remain in effect until the effective date of the next collective bargaining agreement.

The signatures below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 709

DULUTH FEDERATION OF TEACHERS

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Early Childhood Programs**

The Duluth Federation of Teachers (“D.F.T.”) and Independent School District No. 709 (“District”) agree to this Memorandum pertaining to Early Childhood Programs

Early Childhood Programs serve children birth to five years and their families. Flexible scheduling, including evening hours, is an expectation for this service provision. To meet these expectations, teachers may have flexible work schedules during the school year and may be requested to teach beyond the regular school day to maintain continuity of service.

These guidelines will be followed:

1. The workweek will begin on Monday and end on Friday.
2. The assignment will not exceed forty (40) hours per week.
3. The workday will begin no earlier than 7:30 a.m. and end no later than 9:00 p.m. unless a deviation from this is mutually agreed on between teacher and supervisor.
4. Requirements of the program may result in the typical work day being up to 9 hours per day with one day per week being up to 12 hours per day. Any further work day deviation requires mutual agreement between teacher and supervisor.
5. The assignment shall not be on holidays or recess days.
6. The teacher shall have a minimum of thirty (30) minutes for a duty free meal during their workday.
7. The teacher shall have a minimum of two hundred fifty (250) minutes of preparation time per week.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Elementary Teacher Workday**

1. The period of work for the elementary school teacher workday may begin as early as 7:15 am or as late as 8:15 am. The starting time shall be determined within these limits by administration.
2. Teacher preparation time of a continuous fifty-five (55) minute block will be scheduled before or after the student day, four days per week. One day per week, to be specified by each building, forty-five minutes of the time outside of the student day will be PLC time.
3. The classroom teachers will have no more than thirty (30) minutes of assignable time per day. The time will usually be in the classroom prior to opening the morning session, prior to the opening of the afternoon session or immediately after the end of the student day. Specialists may be given assignable time beyond class and passing time, up to the maximum 5.5 student contact hours of the elementary contract. Assignable time will be determined by the building administrator.
4. Teachers will be assigned no more than 5.5 hours of instructional time, inclusive of the time in which the students are entering the classroom.
5. Specialists shall not be assigned more than nine (9) thirty (30) minute, six (6) forty-five (45) minute or five sixty (60) minute blocks exclusive of a five (5) minute passing time between blocks per day. Teachers assigned thirty (30) and forty-five (45) minute class in one day, without travel, may have the following as maximum classes scheduled, exclusive of passing time:
  - 8 - 30 minute classes and 1 - 45 minute class
  - 6 - 30 minute classes and 2 - 45 minute classes
  - 5 - 30 minute classes and 3 - 45 minute classes
  - 3 - 30 minute classes and 4 - 45 minute classes
6. In order to provide for grade level meetings which will be held outside the student contact day, specialist schedules should have classes of the same grade level "blocked," or consecutive classes of upper grade levels or lower grade levels whenever possible.
7. If Specialist schedule allows forty-five minutes of non-instructional time within the work day during an eight-day rotation, the Specialist may follow the same protocol of exchanging prep time for PLC time on a weekly basis.
8. No less than forty five (45) minutes will be given for a teacher to travel from one building to another during the student day. The forty five (45) minutes begin five (5) minutes after the last class leaves his/her room and ends with the beginning of the next class.
9. If a Specialist is assigned more than 4.8 hours of student contact time on a day in which they travel during the student contact day, he/she will be compensated their pro-rated salary for the period of extra duty. (30 minute block, compensation of 35 minutes, 45 minute block, compensation of 50 minutes, 60 minute block, compensation of 65 minutes).
10. As the PLCs will be scheduled once a week, instead of every eight days, teacher meetings called by the administration that would occur during the usual preparation period shall be held to a minimum, not to exceed two (2) per month.
11. All elementary buildings will have forty-five (45) minutes of student recess/lunch time per school day, including passing time.
12. It is understood by the parties that the teacher preparation time in this Agreement does not meet the language of Article X.I.B, and that it is the goal of the parties to achieve the contractual agreed to fifty-five (55) minutes of continuous preparation time within the student day for each day in the 2021-2023 school years.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

**INDEPENDENT SCHOOL DISTRICT No. 709**

**DULUTH FEDERATION OF TEACHERS**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Instructional Leadership Positions**

The Duluth Federation of Teachers ("D.F.T.") and Independent School District No. 709 ("District") agree to this Memorandum pertaining to instructional leadership positions.

Staff hired for instructional leadership and curriculum positions will have look back rights for a one (1) year term in these leadership positions. If they do not return to his/her former position after the first year, his/her previous position could be posted.

After working in the leadership position for three (3) years, the position may be reposted. Staff in these leadership positions who have been in the position may choose to reapply for the special assignment position.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**DULUTH FEDERATION OF TEACHERS**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Part-time Postings/Traveling Teachers**

The Duluth Federation of Teachers (“DFT”) and Independent School District No. 709 (“District”) agree to this Memorandum of Understanding pertaining to the following language regarding part-time postings and traveling teachers.

1. .1 and .2 FTE positions may not be posted and may be assigned by the Senior Human Resource Manager to fill out certified staff teaching positions.
  2. .3 FTE positions and above shall be posted and following the guidelines set forth in the most recently approved teacher collective bargaining agreement.
  3. All full and part time TOSA positions must follow the posting and interviewing guidelines set forth in the most recently approved teacher collective bargaining agreement.
  4. A certified staff member may agree to take a .1 and .2 position as an overload if they hold the appropriate teaching license.
  5. .1 and .2 FTE positions may be assigned to a certified teacher on a variance only if an appropriately licensed teacher at the site refuses to teach the .1 and/or .2 FTE position as an overload and/or an appropriate licensed teacher could not be hired from a posting.
  6. A traveling teacher shall receive a minimum of 30 minutes between district sites to allow for safe travel, wrap up responsibilities and preparation for the next class. If this is not possible due to scheduling, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with the Senior Human Resources Manager. If the teacher’s schedule is between three or more sites, the teacher shall receive a pro-rata 1/6 overload upon mutual agreement of the schedule with the Senior Human Resource Manager.
- This MOU will remain in effect until the effective date of the next collective bargaining agreement.

The signature below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 709

DULUTH FEDERATION OF TEACHERS

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Memorandum of Understanding**  
**Additional Professional Development for 2022-2023 school year**

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Duluth Federation of Teachers (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers and other individuals employed in positions within the teacher’s bargaining unit (referred to herein as “Employees”);

WHEREAS, during negotiations for the 2021-23 CBA, the parties agreed to execute this MOU outlining the parties’ agreement to add an additional professional development day to the calendar for the 2022-23 school year;

NOW, THEREFORE, the Union and the District agree as follows:

1. The District will schedule up to 8 hours for additional professional development beyond what is currently set forth in the 2022-23 school calendar. This will be scheduled on Monday, August 29, 2022 or another weekday prior to the start of the 2022-2023 school year in the event unforeseen circumstances prevent scheduling on August 29. This additional professional development will be mandatory.
2. Employees who are unable to attend due to illness or other excused absence will not receive the stipend, but will not have their absence charged against any available leave.
3. The Union and the District have a shared expectation that employees will participate in the additional PD day to the maximum extent possible.
4. Employees will receive a stipend of \$480 for this additional 8 hours of professional development.
5. Employees who do not complete the professional development for any reason will not be eligible for the stipend.
6. The stipend will be paid with the next available payroll cycle following the professional development day.
7. The District will explore connecting the professional development to re-licensure components.
8. The MOU will sunset upon expiration of the 2021-23 collective bargaining agreement, and will be non-precedent setting.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on the dates set forth below.

**Independent School District No. 709**

**Duluth Federation of Teachers**

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

\_\_\_\_\_  
President

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Sub Coverage**

The Duluth Federation of Teachers (“DFT”) and Independent School District No. 709 (“District”) agree to this Memorandum of Understanding pertaining to the following language regarding certified teaching staff covering classes when a substitute teacher is not available.

1. At the secondary level the teacher shall be paid a pro-rata 1/6 overload for each period of coverage provided for the teacher who is absent or unavailable.
  2. At the elementary level the teacher shall be paid a pro-rata 1/6 overload for a morning coverage assignment and a pro-rata 1/6 overload for an afternoon coverage assignment if provided for a teacher who is absent or unavailable.
  3. A certified teacher staff member can receive a maximum of two (2) pro-rata 1/6 overloads per day for coverage assignments on days where students are in attendance.
  4. Certified staff who have been excused from their regular duty for the day in order to cover an assignment will not receive a 1/6 overload (i.e. interventionalist, TOSA) provided the assignment does not exceed a normal work day.  
Volunteers will be requested before a teacher will be excused from their normal assignment.
  5. Staff substitute coverage will not deny a teachers right to a duty free lunch period.
- This MOU will remain in effect until the effective date of the next collective bargaining agreement.

The signature below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 709

DULUTH FEDERATION OF TEACHERS

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Teacher Summer School Pay Adjustment**

The Duluth Federation of Teachers (“DFT”) and Independent School District No. 709 (“District”) agree to this Memorandum of Understanding pertaining to the certified teaching staff regarding summer school pay.

1. The hourly rate for teaching summer school will increase to the rate of \$30 per hour.
2. For year around programs offered by the district (Area Learning Center, Residential Sites, etc.) that currently receive hourly pro-rata pay for teaching summer programs, they will receive the higher of the two rates. (Pro-rata or the above rate of \$30 per hour)
3. This MOU can be extended upon mutual agreement by Independent School District No. 709 administration and the Duluth Federation of Teachers; otherwise the teacher summer school pay will revert back to the provisions contained in the teachers’ currently applicable collective bargaining agreement.
4. The parties agree that nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent or practice.

This MOU will remain in effect until the effective date of the next collective bargaining agreement.

The signature below represent that the parties have read, understand and agree to be bound by the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 709

DULUTH FEDERATION OF TEACHERS

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

| <b>Organization</b>  | <b>Authors or Contacts</b> | <b>School</b>                                 | <b>Award Amount</b> | <b>Terms</b>   |
|--|----------------------------|---|---------------------|--|
| Northern Regional Implementation Project/ MN Dept of Education | Barry Fischer/Rachel Thapa | LPMS  | \$1,000             | We intend to build on our efforts from last year to provide shirts with our universal ROAR (Responsible, Open-Minded, Accepting, Restorative) expectations for all students and staff.   |
| Northland Foundation   | Jeremy Rupp                | Denfeld                                       | \$10,000            | OEE is working in partnership with the DCSC to design, develop, implement and host a <i>Summer Arts, Cultural, SEL, and Academic Camp</i> . This project intends to provide a midsummer check-in, support, and supplemental service to approximately seventy students from the Duluth School District area.  |
| Minnesota Department of Education                              | Rebecca & Jason Crane      | Early Childhood/ Director of Special Services | \$18,625            | EQIP would allow our children in Early Intervention to also receive high quality services and ultimately this will lead to better outcomes as children enter preschool, kindergarten, and the rest of their educational journey. We feel we have done what we can to further our knowledge regarding Early Intervention, but we need support going to the next step at this time. The framework, structure, ongoing professional development, and coaching with the EQIP innovation would support our program improvement. |

|  |                     |   |                                    |   |
|--|---------------------|---|------------------------------------|---|
| <p>Minnesota<br/>Department of<br/>Education</p> | <p>Tawnyea Lake</p> | <p>Director of<br/>Assessment<br/>of Evaluation</p> | <p>\$100,000 for<br/>two years</p> | <p>MDE makes this federal funding available for the purpose of State Systemic Improvement Plan (SSIP) evaluation by 2015-2021 State Personnel Development Grant (SPDG) subgrantee school districts to continue and sustain improvement of graduation rates for American Indian and Black students with disabilities (SPDG Evaluation and Improvement Grant)</p> |
|--|---------------------|---|------------------------------------|---|

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

| SCHOOL       | DONOR                                | AMOUNT     | RESTRICTION     | COMMENTS  |
|--------------|--------------------------------------|------------|-----------------|---|
| Lakewood     | Raymond P. Bjornson Trust            | \$5,114.30 |                 |   |
| Homecroft    | King Solutions INC                   | \$52.98    |                 |   |
| Denfeld      | Irving Community Assn.               | \$1,500    | Golf Team       |   |
| Denfeld      | Irving Community Assn.               | \$2,000    | Choir           |   |
| Ordean-East  | Phillip A, Rebecca L Davidson        | \$50.00    | Choir as needed |   |
| Ordean-East  | Friday Properties Management LLC     | \$75.00    | Choir as needed |   |
| Ordean-East  | Melissa A Grumdahl                   | \$50.00    | Choir as needed |   |
| Ordean-East  | Todd R Hurley, April A Frinkenhoefer | \$150.00   | Choir as needed |   |
| Ordean-East  | Nathan, Rebekah Johnson              | \$50.00    | Choir as needed |   |
| Ordean-East  | Judd W, Jennifer M Medak             | \$100.00   | Choir as needed |   |
| Ordean-East  | Medak Medical LLC                    | \$100.00   | Choir as needed | Choir did check with the person about the two checks and they stated to keep both checks.   |
| Lincoln Park | Larry, Donna Pulkrabek Foundation    | \$1,934.87 | Ski Club        | Purchased ski clothing for the kids. In kind, they donated free ski rental, free lift passes and provided free transportation for many kids to ski on Wednesdays for several weeks at Mont du lac Ski resort. |
| Ordean-East  | Nick D Campanario, Noah Cooper       | \$150.00   | Choir as needed |   |

|             |                                |          |                 |  |
|-------------|--------------------------------|----------|-----------------|--|
| Ordean-East | Halon and Associates<br>LLS    | \$100.00 | Choir as needed |  |
| Ordean-East | Odin M, Sally A Oase           | \$50.00  | Choir as needed |  |
| Ordean-East | Jaek R, Anya Powell            | \$20.00  | Choir as needed |  |
| Ordean-East | Jamie R, Lea Nicol<br>Prochnow | \$100.00 | Choir as needed |  |

**RESOLUTION**

Approval of Trail Easement Clarification on Central on the Hill Property

RESOLVED, that the Independent School District 709, St. Louis County, approves of the easement clarification provided by the City of Duluth related to trails on property currently owned by the District currently designated at 800 East Central Entrance, and directs the school board chair to sign the easement with the City of Duluth. This agreement does not materially change the current approved easement, rather, it provides clarification on trail designation on the property.

**RESOLUTION**

**Redistricted School Board Election Districts**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, acting pursuant to the provisions of Minnesota Statute 204B.135, Subdivision 2, et seq, that the School Board redefines the following school board election districts as follows:

- District 1:** Shall include the townships of Gnesen, Lakewood, Normanna, and North Star, the City of Rice Lake, and voting precincts 1 through 5, and 7 in the City of Duluth.
- District 2:** Shall include voting precincts 6, and 8 through 14 in the City of Duluth.
- District 3:** Shall include voting precincts 15 through 19, and 22 through 25 in the City of Duluth.
- District 4:** Shall include voting precincts 21, 26 through 30, and 32 through 34 in the City of Duluth.

**HUMAN RESOURCES CORRECTIONS FROM: MARCH 15, 2022**

| <b><u>CERT RETIREMENT</u></b> | <b><u>POSITION</u></b>                       | <b><u>EFFECTIVE DATES</u></b> |
|-------------------------------|--|-------------------------------|
| GORDON, CYNTHIA J             | SPEC ED SMI/LAURA MACARTHUR                  | 6/10/2022                     |
| NELSON, COLLEEN O             | VISUAL ARTS/DENFELD                          | 6/10/2022                     |
| RUDOLPH, JOHN W               | SCIENCE BIOLOGY/EAST                         | 6/17/2022                     |
| STAUDUHAR, PENELOPE L         | ENGLISH/DENFELD                              | 6/10/2022                     |
| STROM, ANNETTE B              | LIFE SCIENCE/ORDEAN EAST, PREVIOUSLY ON LWOP | 2/21/2022                     |
| SWEDBERG, JUDITH M            | PRE-KINDERGARTEN/DISTRICT WIDE               | 6/10/2022                     |
| Total: 6                      |  |                               |

**HUMAN RESOURCES ACTION ITEMS FOR: APRIL 26, 2022**

| <u>CERT APPOINTMENT</u> | <u>POSITION</u>  | <u>EFFECTIVE DATES</u> |           |
|-------------------------|--|------------------------|-----------|
| BELL, JONAH W           | SPEC ED SETTING III/STOWE, (BA)III 1, TEMP POS, K HATFIELD                       | 2/28/2022              | 6/10/2022 |
| BONDS, TONI A           | TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, TEMP POS, ESSER FUNDS                     | 3/17/2022              | 6/10/2022 |
| HAZELTON, DIANNA J      | DEAN OF LEADERSHIP SUPP TOSA/ORDEAN EAST, (MA)IV+30 9, NEW TEMP POS, ESSER FUNDS | 2/28/2022              | 6/10/2022 |
| HILLIKER, ROSE M        | SCHOOL PSYCHOLOGIST/DW, IV+45 5, G BENTON  | 8/31/2022              |           |
| WILLIAMS, ROBIN L       | TEMP ASSIGNABLE TEACHER/DW, (BA) 5, TEMP POS, ESSER FUNDS                        | 3/07/2022              | 6/10/2022 |
| Total: 5                |  |                        |           |

| <u>CERT LEAVE</u>     | <u>POSITION</u>           | <u>EFFECTIVE DATES</u> |           |
|-----------------------|---------------------------|------------------------|-----------|
| HELLA, LINDSEY J      | MATH/DENFELD              | 3/10/2022              |           |
| RICHARDS, ANASTASIA K | OCCUPATIONAL THERAPIST/DW | 4/14/2022              | 6/07/2022 |
| Total: 2              |                           |                        |           |

| <u>CERT LONG TERM SUB</u> | <u>POSITION</u>                                    | <u>EFFECTIVE DATES</u> |           |
|---------------------------|--|------------------------|-----------|
| HAMUS, ELIZABETH A        | .4 OCCUPATIONAL THERAPIST/DW, (MA)IV 6, A RICHARDS | 3/08/2022              | 3/31/2022 |
| HAMUS, ELIZABETH A        | .6 OCCUPATIONAL THERAPIST/DW, (MA)IV 6, A RICHARDS | 4/01/2022              | 6/07/2022 |
| Total: 2                  |  |                        |           |

| <u>CERT RESIGNATION</u>          | <u>POSITION</u>                    | <u>EFFECTIVE DATES</u> |  |
|----------------------------------|------------------------------------|------------------------|--|
| ENGLAND-SULLIVAN, CHRISTIAN J    | KINDERGARTEN/MYERS WILKINS         | 6/10/2022              |  |
| OLIVIER AGUILAR, MARIA GUADALUPE | SPANISH IMMERSION GRADE 3/LOWELL   | 3/25/2022              |  |
| WARD, JACKIE L                   | ASST DIRECTOR SPECIAL SERVICES/UHG | 6/30/2022              |  |
| Total: 3                         |                                    |                        |  |

| <u>CERT RETIREMENT</u>   | <u>POSITION</u>                     | <u>EFFECTIVE DATES</u> |  |
|--------------------------|-------------------------------------|------------------------|--|
| BERGERSON, KRISTIN A     | ELEMENTARY PHY ED/LOWELL            | 6/10/2022              |  |
| BERGMAN, LISA M          | GRADE 3/CONGDON                     | 6/10/2022              |  |
| CHEDERQUIST, KEVIN J     | INDUSTRIAL ARTS/LINCOLN PARK        | 9/28/2022              |  |
| COURAGE, MARY C          | MEDIA SPECIALIST/LINCOLN PARK       | 6/10/2022              |  |
| DAMOUR, GLENN R          | FAMILY CONSUMER SCIENCE/ORDEAN EAST | 6/10/2022              |  |
| EVAVOLD-BOLF, KIMBERLY J | GRADE 3/LAKEWOOD                    | 6/10/2022              |  |
| Total: 6                 |                                     |                        |  |

| <u>CERT TEMP INCREASE</u> | <u>POSITION</u>   | <u>EFFECTIVE DATES</u> |           |
|---------------------------|---|------------------------|-----------|
| AHERN, JENNIFER J         | MATH/ALC, 1/6 OVERLOAD  | 1/24/2022              | 6/10/2022 |
| CRESCENZO GOMEZ, WENDY N  | READING INTERVENTION/MATH INTERVENTION/MYERS-WILKINS, .5 TO 1.0 | 2/23/2022              | 6/10/2022 |
| FRANCKOWIAK, KIMBERLY C   | SOCIAL STUDIES/ALC, 1/6 OVERLOAD                                | 1/24/2022              | 6/10/2022 |
| LUNDEEN, THORVO N         | MUSIC SPEC/LESTER PARK/LOWELL, .8 TO .9                         | 2/28/2022              | 6/10/2022 |
| MENEGHINI, CARLA D        | MATH/ALC, 1/6 OVERLOAD  | 1/24/2022              | 6/10/2022 |
| MOZOL, DIANE L            | ECFE PARENT EDUCATOR/DW, 1/6 OVERLOAD                           | 1/31/2022              | 6/10/2022 |
| O'BRIEN, ELIZABETH A      | SPEECH LANGUAGE PATHOLOGIST/MYERS-WILKINS, 1/6 OVERLOAD         | 2/28/2022              | 6/10/2022 |
| Total: 7                  |   |                        |           |

| <u>NON CERT APPOINTMENT</u> | <u>POSITION</u>  | <u>EFFECTIVE DATES</u> |  |
|-----------------------------|--|------------------------|--|
| CHUMICH, MEGAN M            | HR ASST/HUMAN RESOURCES/UHG, 40/52WKS, \$20.51/HR                                | 3/07/2022              |  |
| DAIGLE, BETHANY R           | SPEC ED PROG PARA/LAURA MACARTHUR, 31.25/38WKS, \$16.40/HR, TEMP POS, J BERGESON | 3/21/2022              |  |
| DAWSON, SHARON M            | SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, TEMP POS, K CANAVAN         | 3/21/2022              |  |
| DOUGLAS, JESSICA N          | OSS ATTENDANCE/DENFELD, 40/44WKS, \$18.09/HR, G RAPP                             | 2/18/2022              |  |
| GODFREY, CORA F             | SPEC ED STUD SPEC PARA/EAST, 32.5/38WKS, \$16.40/HR, NEW TEMP POS                | 3/14/2022              |  |
| JOHNSTON, STEPHANI          | SPEC ED BW PARA/LAKEWOOD, 31.25/38WKS, \$16.40/HR, TEMP POS                      | 1/18/2022              |  |
| JOY, STEPHANIE G            | OSSS/HOMECROFT, 40/45WKS, \$18.96/HR, REVISED WEEKS WORKED                       | 1/26/2022              |  |
| KONCZAK, DEBRA L            | SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$19.54/HR, M BELLARIO            | 2/28/2022              |  |
| LEE, YU L                   | SPEC ED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$16.40/HR, TEMP POS, S COLEMAN      | 2/18/2022              |  |
| O'BRIEN, AMY J              | OSSX PAYROLL/FINANCE/UHG, 40/52WKS, \$22.38/HR, P PAQUETTE                       | 3/03/2022              |  |
| OSUCHUKWU, CHIBUZO          | CHECK & CONNECT PARA/LINCOLN PARK, 40/38WKS, \$22.31/HR                          | 1/31/2022              |  |
| SEWARD, STEVEN              | FOOD SERVICE HELPER/DW, 30/38WKS, \$11.78/HR                                     | 1/24/2022              |  |
| SMITH, STEVEN W             | PHYSICAL THERAPY ASST PARA/DW, 24/38WKS, \$20.45/HR, NEW TEMP POS                | 3/21/2022              |  |
| SODERLIND, ADAM             | SPEC ED BW PARA/CONGDON, 31.25/38WKS, \$16.40/HR                                 | 1/18/2022              |  |
| SZAFIARSKI, ERICA E         | SPEC ED STUD SPEC PARA/CHESTER CREEK, 31.25/38WKS, \$16.40/HR, NEW POS           | 2/28/2022              |  |
| TOMCZAK, STEPHANIE A        | EARLY CHIDHOOD SCRNR/DW, 18/38WKS, \$16.40/HR, NEW TEMP POS                      | 2/28/2022              |  |
| WANG, MEI                   | EARLY CHILDHOOD SPEC ED PARA/DW, 31/38WKS, \$16.40/HR, TEMP POS, L ANDERSON      | 3/21/2022              |  |
| Total: 17                   |  |                        |  |

| <u>NON CERT LEAVE</u>  | <u>POSITION</u>             | <u>EFFECTIVE DATES</u> |           |
|------------------------|-----------------------------|------------------------|-----------|
| ANDERSON, KAREN M      | SPEC ED PARA/MYERS-WILKINS  | 3/21/2022              | 3/25/2022 |
| ANDERSON, KRISTI J     | SPEC ED PARA/DENFELD        | 3/15/2022              | 3/28/2022 |
| BUETTNER, MOLLY T      | SPEC ED PARA/CHESTER CREEK  | 2/28/2022              | 3/03/2022 |
| CACKOWSKI, TED R       | CUSTODIAN II/MYERS-WILKINS  | 2/07/2022              |           |
| DOWD, LORI J           | ECSE PARA/STOWE             | 2/28/2022              |           |
| FIELDS, DYLAN D        | SUPV PARA/LINCOLN PARK      | 3/16/2022              | 3/25/2022 |
| HAMSMITH, KAYLEE E     | CUSTODIAN I/ORDEAN EAST     | 2/07/2022              | 2/11/2022 |
| HARDEN, STEPHANIE J    | SPEC ED PARA/LESTER PARK    | 2/28/2022              | 3/03/2022 |
| ISAACSON, KIM L        | ECFE PARA/PIEDMONT          | 2/28/2022              | 3/04/2022 |
| LINDGREN, KYOSTI G     | SPEC ED PARA/ORDEAN EAST    | 4/13/2022              | 4/15/2022 |
| MARPLE, BROOKE K       | TECH TUTOR CULINARY/DENFELD | 2/14/2022              | 2/17/2022 |
| SWARD, CINDY L         | ECFE PARA/LESTER PARK       | 2/28/2022              | 3/07/2022 |
| TORGERSEN, GERALDINE M | FOOD SERVICE HELPER/EAST    | 2/28/2022              | 3/16/2022 |
| TUURA, JILL D          | SPEC ED PARA/DISTRICT WIDE  | 8/31/2021              | 6/09/2022 |
| WHITE, KEVIN M         | SUPV PARA/ORDEAN EAST       | 2/08/2022              | 2/15/2022 |
| Total: 15              |                             |                        |           |

**NON CERT RESIGNATION**

JONES, CARMEN A  
PRUDEN, MICHAEL D  
THOMAS, TIFFANI L  
Total: 3

**POSITION**

CULTURAL IMMERSION PARA/LOWELL  
BUS DRIVER II/TRANSPORTATION  
FOOD SERVICE HELPER/ORDEAN EAST

**EFFECTIVE DATES**

3/11/2022  
3/09/2022  
3/25/2022

**NON CERT RETIREMENT**

NELSON, SUSAN L  
TOSO, SCOTT L  
Total: 2

**POSITION**

OSSI/DENFELD  
ENGINEER I/ROCKRIDGE

**EFFECTIVE DATES**

6/30/2022  
4/01/2022

**NON CERT TEMP INCREASE**

MEECE, ERIKA  
Total: 1

**POSITION**

FOOD SERVICE HELPER/LINCOLN PARK, .56375 TO .6625

**EFFECTIVE DATES**

1/24/2022      6/30/2022



**CLASSIFICATION DESCRIPTION**  
**TITLE: Google Workspace Administrator**

|   |   |  |
|---|---|--|
| <b><u>Title of Immediate Supervisor:</u></b><br>Manager of Technology | <b><u>Department:</u></b><br>Technology | <b><u>FLSA Status:</u></b><br>Exempt   |
| <b><u>Accountable For (Job Titles):</u></b>                           |   | Non-Certified Business Division,<br>Administrators' Association, Pay Class 8 |

**General Summary or Purpose Of Job:**

Responsible for the operation of the ISD 709 Google Workspace and related Google Cloud services, including data loss prevention, data backups, secure email services, account creation as well as public and internal data request services. Responsibilities include designing, implementing, and maintaining Google Workspace and related Google Cloud services to support the district curriculum and administrative requirements; leading and coordinating the work of the district technical support staff to provide the highest quality of system reliability, support and services to ISD 709 students and staff; providing assistance to ISD 709 staff with technology problems requiring expert troubleshooting and problem analysis.

| Duty No. | Essential Duties: (These duties and frequencies are a representative sample; position assignments may vary)   | Frequency |
|----------|---|-----------|
| 1.       | <p>Oversee and maintain Google Workspace productivity and collaboration suite, including evaluating and implementing new features in coordination with district admin staff to meet the needs of end users.</p> <p>Monitor and resolve problems with mail flow and secure email services.</p> <p>Oversee, review and coordinate with district admin staff on complex issues involving potential data loss, Personal Identifiable Information (PII), Payment Card Industry (PCI) and other district specific requirements related to student data or student communications.</p> | 35% daily |
| 2.       | <p>Subject matter technical expert: assists district employees and technology support staff with questions related to Google Workspace, district technology help desk, Google account creation and synchronization, Security Assertion Markup Language (SAML), Single Sign-On (SSO) authentications and cloud security monitoring.</p> <p>Manage backups for critical Software as a Service (SaaS) applications.</p>  | 35% daily |



**CLASSIFICATION DESCRIPTION**  
**TITLE: Google Workspace Administrator**

|     |   |              |
|-----|---|--------------|
| 3.  | Analyze and resolve complex end-user issues that includes interpreting very large data log files; solicit vendor support when necessary   | 10% daily    |
| 4.  | Provide scripting services to enhance Google Workspace operations for district employees and technology support staff.  | 10% weekly   |
| 5.  | Collaborate with Systems Specialist Network, Systems Specialist Security and Technology Manager regarding access rights, security issues, storage, web filtering and firewall issues.   | 10% monthly  |
| 6.  | Perform data requests and substantiate results to ensure that the district's legal obligations are met for public requests. Perform data searches for district leadership or legal counsel that may involve highly sensitive/confidential personnel information. Data request outcomes may result in discourse, including sworn testimony with public officials, legal counsel and local or federal law enforcement agencies. | 10% annually |
| 7.  | Oversee and coordinate district technical guidance for online mandatory state testing programs.   | 10% annually |
| 8.  | Ascertain functionality of technology components of new district curriculum software, apps and web based products, advise curriculum content specialists on technical specifications, make recommendations and guide district deployments.  | 5% annually  |
| 9.  | Train Field Support Technicians on day-to-day technical processes and duties.   | 5% annually  |
| 10. | Analyze and audit Google Workspace settings annually to ensure data security, avoid conflicts and maintain overall stability of operations for end users.   | 5% annually  |

**Minimum Qualifications:** (necessary qualifications to gain entry into the job)

- Bachelor's degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology, or 5 years direct related experience.
- A minimum of 3 years experience as a Google Administrator or Google Engineer in a company or district comparable in size. Cloud administration experience is highly desirable.

**Certification or Licensing Requirements** (desirable):



**CLASSIFICATION DESCRIPTION**  
**TITLE: Google Workspace Administrator**

Google Administration Certifications  
 Cloud Security Certifications

**Knowledge and Ability Requirements:**

Requires knowledge of:

- Strong communication and listening skills
- Excellent organizational skills
- Excellent interpersonal skills, both oral and written
- Demonstrated leadership ability
- Ability to maintain confidentiality when necessary
- Ability to manage projects
- Proven leadership ability in dynamic complex technical environment
- Ability to communicate to management and vendor personnel regarding technical issues

**Skill Requirements:**

Skilled in:

- Experience with the specific operating systems, applications, or cloud systems used within the district:
  - Google G Suite Administration at a Super Admin level; including Google Vault
  - Thorough knowledge of GAM or a comparable cloud based scripting product
  - Experience administering cloud backup solutions, data loss retention and cloud security monitoring products
  - Thorough knowledge of Chromebook deployment and management
  - Experience with Google Developer console
  - Experience with various cloud-based tools to troubleshoot mail delivery problems with DKIM/DMARC, DNS and phishing/spam issues.
  - Experience with cloud based data loss prevention tools
  - Experience with public data requests and confidential files
  - Experience with Data Studio and Big Query
- Familiarity with most basic system administration tools and process
  - Chromebook management tools
- Ability to write scripts using one of more of the following
  - GAM
  - PowerShell
  - Shell scripting (batch files to set permissions)
- Ability to write technical documentation

**Physical Requirements:** Indicate according to the requirements of the essential duties

| Employee is required to:                            | Never | 1-33%<br>Occasionally               | 34-66%<br>Frequently                | 66-100% Continuously                |
|---|-------|-------------------------------------|-------------------------------------|-------------------------------------|
| Stand   |       | <input checked="" type="checkbox"/> |                                     |                                     |
| Walk  |       | <input checked="" type="checkbox"/> |                                     |                                     |
| Sit   |       |                                     | <input checked="" type="checkbox"/> |                                     |
| Use hands dexterously (use fingers to handle, feel) |       |                                     |                                     | <input checked="" type="checkbox"/> |
| Reach with hands and arms                           |       |                                     |                                     | <input checked="" type="checkbox"/> |



**CLASSIFICATION DESCRIPTION**  
**TITLE: Google Workspace Administrator**

|                          |               |  |                                     |  |                                     |
|--------------------------|---------------|--|-------------------------------------|--|-------------------------------------|
|                          | Talk and hear |  |                                     |  | <input checked="" type="checkbox"/> |
| <b>Lift &amp; Carry:</b> | Up to 10 lbs. |  | <input checked="" type="checkbox"/> |  |                                     |
|                          | Up to 25 lbs. |  | <input checked="" type="checkbox"/> |  |                                     |
|                          | Up to 50 lbs. |  | <input checked="" type="checkbox"/> |  |                                     |

**General Environmental Conditions:**

Majority of work time is spent either sitting or standing to accomplish day to day tasks and there are minimal environmental risks or disagreeable conditions.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Light Duty Physical Work:** Daily work is performed either sitting or standing for long periods of time while interacting in a cloud computing environment.

| <b><u>Vision Requirements:</u></b> Check box if relevant | Yes                                 | No |
|--|-------------------------------------|----|
| No special vision requirements                           | <input checked="" type="checkbox"/> |    |
| Close Vision (20 in. of less)                            |                                     |    |
| Distance Vision (20 ft. of more)                         |                                     |    |
| Color Vision   |                                     |    |
| Depth Perception   |                                     |    |
| Peripheral Vision  |                                     |    |

**Job Classification History:**

**Draft February 17, 2022**



**CLASSIFICATION DESCRIPTION**  
**TITLE: Field Support Technician – Food Service**

|   |  |  |
|---|--|--|
| <b><u>Title of Immediate Supervisor:</u></b><br>Food Service Supervisor | <b><u>Department:</u></b><br>Child Nutrition | <b><u>FLSA Status:</u></b><br>Exempt   |
| <b><u>Accountable For (Job Titles):</u></b>                             |  | Non-Certified Business Division,<br>Administrators' Association, Pay Class 3 |

**General Summary or Purpose Of Job:**

Under the direction of the Supervisor of Child Nutrition, provide troubleshooting support to cafeteria managers. Provides technical expertise in commercial kitchen equipment hardware and operating systems. Inspect equipment, diagnose issues, execute repair, install and perform preventative maintenance on commercial kitchen equipment as required throughout the district and provide for the safe condition and operation of all food service (kitchen) equipment in the district.

| Duty No. | Essential Duties: (These duties and frequencies are a representative sample; position assignments may vary)   | Frequency |
|----------|---|-----------|
| 1.       | Installs and configures, administers and maintains software and hardware of commercial food service equipment and operating systems                                 |           |
| 2.       | Create and maintain a periodic preventive maintenance schedule and perform all preventive maintenance and cleaning on all kitchen equipment throughout the district |           |
| 3.       | Provide troubleshooting assistance to managers to resolve computer software and hardware problems of kitchen equipment  |           |
| 4.       | Record keeping of PM's & TM repairs   |           |
| 5.       | Receive, prioritize and complete work orders in a timely manner   |           |
| 6.       | Collaborate and advise Child Nutrition Administration and staff to effectively provide solutions to maintenance problems and repairs                                |           |
| 7.       | Research, advise and make recommendations of new equipment purchases to Child Nutrition Administration  |           |
| 8.       | Make recommendations for improvements of commercial equipment   |           |
| 9.       | Perform equipment diagnostics and repairs when needed at each district facility   |           |



**CLASSIFICATION DESCRIPTION**  
**TITLE: Field Support Technician – Food Service**

|     |  |  |
|-----|--|--|
| 10. | Follow manufacturers preventative maintenance schedules provided owner manuals and give instruction on daily and weekly operator maintenance as needed |  |
| 11. | Perform tests and diagnostics to ensure software and hardware is in good working order   |  |
| 12. | Track maintenance and repairs in database  |  |
| 13. | Work independently without direct supervision  |  |
| 14. | Perform other duties of a comparable level or type as assigned   |  |

|   |
|---|
| <b>Minimum Qualifications:</b> (necessary qualifications to gain entry into the job)  |
| <ul style="list-style-type: none"> <li>• Documented training or certification in commercial equipment hardware and operating systems; or a minimum of 5 years experience in commercial food service equipment</li> <li>• EPA Certified</li> <li>• RCI - Rational Combi Oven Certified</li> <li>• Valid Mn driver's license</li> </ul> |

|  |
|--|
| <b>Preferred Qualifications:</b>   |
| <ul style="list-style-type: none"> <li>• 5 to 7 years experience in commercial food service equipment</li> </ul> |

|   |
|---|
| <b><u>Knowledge and Ability Requirements:</u></b>   |
| Requires knowledge of:  |
| <ul style="list-style-type: none"> <li>• 5 to 7 years experience in commercial food service equipment</li> <li>• Knowledge of commercial kitchen equipment hardware, repairs, maintenance, and installation techniques</li> <li>• Strong ability to read and comprehend blueprints, diagrams, schematics, written reference material and to follow manuals on operations and installations</li> <li>• Strong Excellent written and verbal communication skills</li> </ul> |

|                                   |
|-----------------------------------|
| <b><u>Skill Requirements:</u></b> |
| Skilled in:                       |



**CLASSIFICATION DESCRIPTION**  
**TITLE: Field Support Technician – Food Service**

- Exceptional ability to work independently without direct supervision and collaboratively with peers
- Ability to perform mathematical calculations
- Ability to diagnose and resolve problems
- Experience with diagnostic tools and computer skills and aptitude for navigating software

**Physical Requirements:** Indicate according to the requirements of the essential duties

| Employee is required to:                            | Never | 1-33%<br>Occasionally | 34-66%<br>Frequently | 66-100% Continuously |
|---|-------|-----------------------|----------------------|----------------------|
| Stand   |       |                       |                      | X                    |
| Walk  |       | X                     |                      |                      |
| Sit   |       | X                     |                      |                      |
| Use hands dexterously (use fingers to handle, feel) |       |                       |                      | X                    |
| Reach with hands and arms                           |       |                       |                      | X                    |
| Talk and hear                                       |       |                       |                      | X                    |
| <b>Lift &amp; Carry:</b> Up to 10 lbs.              |       |                       |                      | X                    |
| Up to 25 lbs.                                       |       |                       |                      | X                    |
| Up to 50 lbs.                                       |       | X                     |                      |                      |

**General Environmental Conditions:**

Majority of work time will be spent working in school cafeterias.

**General Physical Conditions:**

Work can be generally characterized as providing technical expertise with commercial kitchen equipment.

**Vision Requirements:** Check box if relevant

Yes    No

|                                  |   |  |
|----------------------------------|---|--|
| No special vision requirements   | X |  |
| Close Vision (20 in. of less)    |   |  |
| Distance Vision (20 ft. of more) |   |  |
| Color Vision                     |   |  |
| Depth Perception                 |   |  |
| Peripheral Vision                |   |  |

**Job Classification History:**

Created January 25, 2022

Banded & Graded by Bjorklund Compensation Consulting, LLC March 4, 2022

**HR/Finance Committee Monthly Fund Balance Report  
July 1 2021 - June 30 2022**

12-Apr-22

4/1/2022

| REVENUES                    | 21-22                         |                          |                 | 21-22                    |           | 21-22                 |             | 21-22           |                         |
|-----------------------------|-------------------------------|--------------------------|-----------------|--------------------------|-----------|-----------------------|-------------|-----------------|-------------------------|
|                             | CURRENT YEAR R ADOPTED BUDGET |                          | REVISED BUDGET  | RECEIVED TO YEAR TO DATE |           | RECEIPTS ENCUMBERED   |             | BUDGET BALANCE  |                         |
|                             | FUND                          | July - June 2022         | July -June 2022 | July -June 2022          |           | July -June 2022       |             | July- June 2022 |                         |
| General                     | 1                             | \$ 101,087,520.51        | \$              | 112,573,569.55           | \$        | 65,193,360.71         | \$          | 47,380,208.84   |                         |
| Food Service                | 2                             | \$ 3,945,850.00          | \$              | 3,945,850.00             | \$        | 3,042,140.38          | \$          | 903,709.62      |                         |
| Transportation              | 3                             | \$ 6,504,716.31          | \$              | 6,529,716.31             | \$        | 2,545,235.12          | \$          | 3,984,481.19    |                         |
| Community Ed                | 4                             | \$ 7,830,758.86          | \$              | 8,175,808.40             | \$        | 4,887,364.02          | \$          | 3,288,444.38    |                         |
| Operating Captial           | 5                             | \$ 7,387,117.02          | \$              | 7,387,117.02             | \$        | 3,693,357.41          | \$ -        | \$ 3,693,759.61 |                         |
| Building Construction       | 6                             |                          | \$              | 31,497,610.17            | \$        | 31,497,610.17         | \$          | -               |                         |
| Debt Service Fund           | 7                             | \$ 22,660,833.56         | \$              | 22,660,833.56            | \$        | 2,303,689.48          | \$          | 20,357,144.08   |                         |
| Trust Fund                  | 8                             | \$ 251,075.00            | \$              | 251,075.00               |           |                       | \$          | 251,075.00      |                         |
| Dental Insurance Fund       | 20                            | \$ 817,000.00            | \$              | 817,000.00               | \$        | 660,392.85            | \$          | 156,607.15      |                         |
| Student Acitivity Co-Curric | 71                            |                          | \$              | -                        | \$        | -                     | \$          | -               |                         |
| Student Acitivity           | 79                            |                          | \$              | 114,131.73               | \$        | 114,131.73            | \$          | -               |                         |
|                             | 98                            | \$ -                     | \$              | -                        | \$        | -                     | \$          | -               |                         |
|                             | 99                            | \$ -                     | \$              | -                        | \$        | -                     | \$          | -               |                         |
| <b>REVENUE</b>              | <b>TOTALS:</b>                | <b>\$ 150,484,871.26</b> | <b>\$</b>       | <b>193,952,711.74</b>    | <b>\$</b> | <b>113,937,281.87</b> | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ 80,015,429.87</b> |

| EXPENSES                    | 21-22                         |                          |                | 21-22                    |           | 21-22                 |             | 21-22                  |                   |                         |
|-----------------------------|-------------------------------|--------------------------|----------------|--------------------------|-----------|-----------------------|-------------|------------------------|-------------------|-------------------------|
|                             | CURRENT YEAR R ADOPTED BUDGET |                          | REVISED BUDGET | EXPENSES TO YEAR TO DATE |           | EXPENSES ENCUMBERED   |             | BUDGET BALANCE         |                   |                         |
|                             | FUND                          | July -June               | July -June     | July - June              |           | July -June            |             | July-June              |                   |                         |
| General                     | 1                             | \$ 100,806,716.16        | \$             | 112,246,540.10           | \$        | 69,276,730.36         | \$          | 2,365,224.87           | \$ 40,604,584.87  |                         |
| Food Service                | 2                             | \$ 4,243,339.99          | \$             | 4,243,339.99             | \$        | 2,605,181.61          | \$          | 654,070.96             | \$ 984,087.42     |                         |
| Transportation              | 3                             | \$ 6,110,465.19          | \$             | 6,135,465.19             | \$        | 4,803,219.67          | \$          | 131,475.04             | \$ 1,200,770.48   |                         |
| Community Ed                | 4                             | \$ 8,233,997.45          | \$             | 8,610,508.98             | \$        | 4,790,207.52          | \$          | 37,062.16              | \$ 3,783,239.30   |                         |
| Operating Captial           | 5                             | \$ 8,055,997.62          | \$             | 8,055,997.62             | \$        | 5,003,371.97          | \$          | 428,948.15             | \$ 2,623,677.50   |                         |
|                             | 6                             | \$ -                     | \$             | 3,861,874.48             | \$        | 3,630,513.68          | \$          | 231,360.80             | \$ -              |                         |
| Debt Service Fund           | 7                             | \$ 23,166,651.00         | \$             | 23,166,651.00            | \$        | 25,056,577.81         |             |                        | \$ (1,889,926.81) |                         |
| Trust Fund                  | 8                             | \$ 250,000.00            | \$             | 250,000.00               |           |                       |             |                        | \$ 250,000.00     |                         |
| Dental Insurance Fund       | 20                            | \$ 817,000.00            | \$             | 817,000.00               | \$        | 534,544.95            |             |                        | \$ 282,455.05     |                         |
| Student Acitivity Co-Curric | 71                            |                          |                |                          |           |                       |             |                        | \$ -              |                         |
| Student Acitivity           | 79                            |                          | \$             | 39,382.73                | \$        | 39,382.73             |             |                        | \$ -              |                         |
|                             | 98                            |                          |                |                          |           |                       |             |                        | \$ -              |                         |
|                             | 99                            |                          |                |                          |           |                       |             |                        | \$ -              |                         |
| <b>EXPENSE</b>              | <b>TOTALS</b>                 | <b>\$ 151,684,167.41</b> | <b>\$</b>      | <b>167,426,760.09</b>    | <b>\$</b> | <b>115,739,730.30</b> | <b>\$ -</b> | <b>\$ 3,848,141.98</b> | <b>\$ -</b>       | <b>\$ 47,838,887.81</b> |

| Esser 11 | Expenses        | Fund 06                                    | Expenses        | Fund 01 Student Activity |          |                 |
|----------|-----------------|--|-----------------|--------------------------|----------|-----------------|
| Fin 155  | \$ 5,303,986.26 | debt serv payment/prof serv course 000/000 | \$ 1,205,056.21 | Prog 291-298             | Revenue  | \$ 887,017.10   |
|          |                 | admin owner pymnt course 800               | \$ 112,732.69   | Prog 291-298             | Expenses | \$ 1,246,339.38 |
|          |                 | admin design serv course 801               | \$ 671,423.65   |                          |          |                 |
|          |                 | admin constru mngmt course 802             | \$ 335,698.00   |                          |          |                 |
|          |                 | admin commissions course 803               | \$ 6,387.90     |                          |          |                 |
|          |                 | interior surf constr costs course 804      | \$ 1,487,562.21 |                          |          |                 |
|          |                 | admin site services 805                    | \$ 42,326.32    |                          |          |                 |
|          |                 | long term lease 806                        | \$ 687.50       |                          |          |                 |
|          |                 |  | \$ 3,861,874.48 |                          |          |                 |

**Budget Changes Report**

Duluth Public Schools ISD #709

4/1/2022 12:42:27 PM

| <b>Account</b>           | <b>Account Description</b>           | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--------------------------------------|--------------|---------------|------------------|----------------------|--------------|
| 04 R 005 590 350 301 000 | FD NOPUB HLT DW NONPUBLIC AID        | 0.00         | 268,399.54    | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 R 005 590 351 301 000 | FD NOPUB TEXTBOOKS DW NONPUBLIC AID  | 103,027.26   | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 R 005 590 353 301 000 | FD NOPUB GUIDANCE DW NONPUBLIC AID   | 142,989.66   | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 154 000 | FD NOPB HLT MRSH SCHL NURSE SAL      | 0.00         | 29,935.13     | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 210 000 | FD NOPB HLT MRSH FICA/MEDICARE       | 0.00         | 2,289.85      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 218 000 | FD NOPB HLT MRSH PENS CERT TRA       | 0.00         | 2,433.35      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 270 000 | FD NOPB HLT MRSH WORKERS COMP        | 0.00         | 181.00        | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 280 000 | FD NOPB HLT MRSH UNEMPLOYMNT COMP    | 0.00         | 18.00         | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 350 375 000 | FD NOPB HLT MRSH LIC SCHOOL NURSE    | 22,981.53    | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 351 460 000 | FD NOPB TXT MRSH TEXTS-WKBK-EBOOK    | 0.00         | 1,745.85      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 002 590 353 401 000 | AID NOPBGD MRSH GENERAL SUPPLY       | 0.00         | 12,760.70     | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 003 590 351 460 000 | FD NOPB TXT HLYR TEXTS-WKBK-EBOOK    | 1,572.84     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 004 590 351 460 000 | FD NOPB TXT LKVA TEXTS-WKBK-EBOOK    | 1,157.81     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 004 590 353 165 000 | AID NOPUBGD LKVA SCHL COUNS SALRY    | 3,277.88     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 005 590 350 895 000 | NON PUBLIC HLTH INDIRECT COST        | 3,963.21     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 005 590 351 895 000 | NON PUBLIC TXT - INDIRECT COSTS      | 5,151.36     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 005 590 353 895 000 | NON PUBLIC GUIDANCE - INDIRECT COSTS | 7,149.48     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 007 590 351 460 000 | FD NOPB TXT STJM TEXTS-WKBK-EBOOK    | 0.00         | 1,477.94      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 007 590 353 165 000 | FD NOPUB GD STJM SCHL COUNS SALRY    | 2,214.44     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 009 590 351 460 000 | FD NOPB TXT STJH TEXTS-WKBK-EBOOK    | 930.14       | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 009 590 353 165 000 | AID NOPUBGD STJ SCHL COUNS SALRY     | 16,135.02    | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 014 590 351 460 000 | FD NOPB TXT MONT TEXTS-WKBK-EBOOK    | 74.52        | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 014 590 353 165 000 | AID NOPUBGD MRM SCHL COUNS SALRY     | 3,616.47     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 017 590 351 460 000 | NP TXT/SPIRIT TEXTS-WKBK-EBOOK       | 0.00         | 35.70         | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 017 590 353 165 000 | AID NOPUBGD SOL SCHL COUNS SALRY     | 2,225.52     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 702 590 351 460 000 | FD NOPB TXT MONT TEXTS-WKBK-EBOOK    | 0.00         | 439.26        | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 710 590 350 154 000 | FD NOPUB HLT SCHL NURSE SAL          | 0.00         | 3,324.33      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 799 590 350 401 000 | FD NOPUB HLT HMX GENERAL SUPPLY      | 3,235.29     | 0.00          | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 799 590 350 899 000 | FD NOPUB HLT HMX MISC-REALLOCATN     | 0.00         | 7,453.00      | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 799 590 351 460 000 | FD NOPB TXT HMX TEXTS-WKBK-EBOOK     | 0.00         | 359.36        | 03/01/2022       | Christopher Peterson | 030122CP     |
| 04 E 799 590 353 401 000 | FD NOPUB GD HMX GENERAL SUPPLY       | 0.00         | 2,152.67      | 03/01/2022       | Christopher Peterson | 030122CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>          | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|-------------------------------------|--------------|---------------|------------------|----------------------|--------------|
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 645.57       | 0.00          | 03/01/2022       | Thomas Rusk          | 2TR03012022  |
| 02 E 220 770 701 401 000 | FS SCH LNCH EAST GENERAL SUPPLY     | 0.00         | 645.57        | 03/01/2022       | Thomas Rusk          | 2TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 38.80        | 0.00          | 03/01/2022       | Thomas Rusk          | 3TR03012022  |
| 02 E 225 770 701 401 000 | FS SCH LNCH LPMS GENERAL SUPPLY     | 0.00         | 38.80         | 03/01/2022       | Thomas Rusk          | 3TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 220.29       | 0.00          | 03/01/2022       | Thomas Rusk          | 4TR03012022  |
| 02 E 335 770 701 401 000 | FS SCH LNCH OEMS GENERAL SUPPLY     | 0.00         | 220.29        | 03/01/2022       | Thomas Rusk          | 4TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 434.06       | 0.00          | 03/01/2022       | Thomas Rusk          | 5TR03012022  |
| 02 E 435 770 701 401 000 | FS SCH LNCH CGDN GENERAL SUPPLY     | 0.00         | 434.06        | 03/01/2022       | Thomas Rusk          | 5TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 500.00       | 0.00          | 03/01/2022       | Thomas Rusk          | 6TR03012022  |
| 02 E 475 770 701 401 000 | FS SCH LNCH HMCR GENERAL SUPPLY     | 0.00         | 500.00        | 03/01/2022       | Thomas Rusk          | 6TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 136.55       | 0.00          | 03/01/2022       | Thomas Rusk          | 7TR03012022  |
| 02 E 500 770 701 401 000 | FS SCH LNCH LKWD GENERAL SUPPLY     | 0.00         | 136.55        | 03/01/2022       | Thomas Rusk          | 7TR03012022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY     | 303.04       | 0.00          | 03/01/2022       | Thomas Rusk          | TR03012022   |
| 02 E 215 770 701 401 000 | FS SCH LNCH DFLD GENERAL SUPPLY     | 0.00         | 303.04        | 03/01/2022       | Thomas Rusk          | TR03012022   |
| 01 R 005 203 868 400 180 | TTL HOMELESS DW FED AID-THRU MDE    | 25,000.00    | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 140 180 | TTL MV HOMELESS DW SALARY-LIC TCHR  | 0.00         | 15,215.10     | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 143 180 | TTL MV HOMELESS DW LIC INST SUP     | 12,225.70    | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 210 180 | TTL MV HOMELESS DW FICA/MEDICARE    | 0.00         | 225.33        | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 218 180 | TTL MV HOMELESS DW PENS CERT TRA    | 0.00         | 285.00        | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 220 180 | TTL MV HOMELESS DW HLTH INS PRIMARY | 797.70       | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 230 180 | TTL MV HOMELESS DW LIFE INSURANCE   | 3.00         | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 235 180 | TTL MV HOMELESS DW DENTAL INSURANCE | 18.00        | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 240 180 | TTL MV HOMELESS DW LTD INSURANCE    | 6.95         | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 251 180 | TTL MV HOMELESS DW HRA PLAN         | 175.00       | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 252 180 | TTL MV HOMELESS DW OPEB TRUST CONT. | 0.00         | 157.00        | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 270 180 | TTL MV HOMELESS DW WORKERS COMP     | 0.00         | 13.00         | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 280 180 | TTL MV HOMELESS DW UNEMPLOYMNT COMP | 17.00        | 0.00          | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 303 180 | TTL MV HOMELESS DW FED CONT <25K    | 0.00         | 7,000.00      | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 360 180 | TTL MV HOMELESS DW TRANSP-PRIVATE   | 0.00         | 100.00        | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 366 180 | TTL MV HOMELESS DW MILEAGE          | 0.00         | 500.00        | 03/02/2022       | Christopher Peterson | 030222CP     |
| 01 E 005 203 868 401 180 | TTL MV HOMELESS DW GENERAL SUPPLY   | 0.00         | 592.00        | 03/02/2022       | Christopher Peterson | 030222CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>         | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b> | <b>Batch</b> |
|--------------------------|------------------------------------|--------------|---------------|------------------|-------------------|--------------|
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 333.14       | 0.00          | 03/02/2022       | Thomas Rusk       | 2TR03022022  |
| 02 E 520 770 701 401 000 | FS SCH LNCH LWLL GENERAL SUPPLY    | 0.00         | 333.14        | 03/02/2022       | Thomas Rusk       | 2TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 3TR03022022  |
| 02 E 525 770 701 401 000 | FS SCH LNCH LMAC GENERAL SUPPLY    | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 3TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 4TR03022022  |
| 02 E 540 770 701 401 000 | FS SCH LNCH MWKN GENERAL SUPPLY    | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 4TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 5TR03022022  |
| 02 E 550 770 701 401 000 | FS SCH LNCH PDMT GENERAL SUPPLY    | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 5TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 6TR03022022  |
| 02 E 565 770 701 401 000 | FS SCH LNCH STOW GENERAL SUPPLY    | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 6TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 7TR03022022  |
| 02 E 580 770 701 401 000 | FS SERV/RRA GENERAL SUPPLY         | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 7TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 500.00       | 0.00          | 03/02/2022       | Thomas Rusk       | 8TR03022022  |
| 02 E 611 770 701 401 000 | FS SCH LNCH ALC GENERAL SUPPLY     | 0.00         | 500.00        | 03/02/2022       | Thomas Rusk       | 8TR03022022  |
| 02 E 012 770 701 401 000 | FS SCH LNCH HCHS GENERAL SUPPLY    | 462.01       | 0.00          | 03/02/2022       | Thomas Rusk       | TR03022022   |
| 02 E 510 770 701 401 000 | FS SCH LNCH LSTR GENERAL SUPPLY    | 0.00         | 462.01        | 03/02/2022       | Thomas Rusk       | TR03022022   |
| 01 E 005 605 320 366 340 | IE DW MILEAGE                      | 7,000.00     | 0.00          | 03/03/2022       | Olivia Kinsley    | OK030322     |
| 01 E 005 605 320 369 340 | IE DW ENTRY FEE/STDNT              | 0.00         | 7,000.00      | 03/03/2022       | Olivia Kinsley    | OK030322     |
| 01 E 005 401 740 433 000 | SPSV SPCH ST DW INDIV INSTR SUPP   | 200.00       | 0.00          | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 402 740 433 000 | SPSV DCDMST DW INDIV INSTR SUPP    | 0.00         | 200.00        | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 405 740 305 000 | SPSV DHH ST DW CONTRACTED SERV     | 5,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 405 740 305 000 | SPSV DHH ST DW CONTRACTED SERV     | 1,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 405 740 433 000 | SPSV DHH ST DW INDIV INSTR SUPP    | 0.00         | 1,000.00      | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 405 740 530 000 | SPSV DHH ST DW EQUIPMENT PURCHA    | 0.00         | 5,000.00      | 03/07/2022       | Angela Sepp       | Clean up     |
| 01 E 005 407 740 433 000 | SPSV SLD ST DW INDIV INSTR SUPP    | 1,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up740  |
| 01 E 005 416 740 305 000 | SPSV SMI ST DW CONTRACTED SERV     | 0.00         | 10,000.00     | 03/07/2022       | Angela Sepp       | Clean up740  |
| 01 E 005 416 740 392 000 | SPSV SMI ST DW ED PAY-OUT STATE    | 1,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up740  |
| 01 E 005 416 740 394 000 | SPSV SMI ST DW - PAYMENTS TO OTHER | 6,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up740  |
| 01 E 005 420 740 405 000 | SPSV AGG ST DW SOFTWARE & LIC      | 2,000.00     | 0.00          | 03/07/2022       | Angela Sepp       | Clean up740  |
| 01 E 005 416 740 305 000 | SPSV SMI ST DW CONTRACTED SERV     | 10,000.00    | 0.00          | 03/07/2022       | Angela Sepp       | Correct1     |
| 01 E 005 420 740 305 000 | SPSV AGG ST DW CONTRACTED SERV     | 0.00         | 10,000.00     | 03/07/2022       | Angela Sepp       | Correct1     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>           | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--------------------------------------|--------------|---------------|------------------|----------------------|--------------|
| 01 E 550 620 000 140 000 | EDUC MEDIA PDMT SALARY-LIC TCHR      | 0.00         | 41,133.05     | 03/07/2022       | Simone Zurich        | shz30722     |
| 01 E 550 620 000 143 000 | EDUC MEDIA PDMT LIC INST SUP         | 41,133.05    | 0.00          | 03/07/2022       | Simone Zurich        | shz30722     |
| 01 E 550 203 317 430 000 | ELE CMPED-D PDMT CLASSROOM SUPPLY    | 9,450.00     | 0.00          | 03/09/2022       | Simone Zurich        | shz30922     |
| 01 E 550 640 150 401 000 | ARP STAFF ENGAGEMENT PIED - SUPPLIES | 500.00       | 0.00          | 03/09/2022       | Simone Zurich        | shz30922.2   |
| 01 E 540 298 000 401 429 | SA XCUR - MWKN SCIENCE ENDOWMENT GEN | 1,000.02     | 0.00          | 03/09/2022       | Simone Zurich        | shz30922.3   |
| 01 E 540 605 075 430 000 | STEM/VERIZON CLASSROOM SUPPLY        | 0.00         | 1,000.02      | 03/09/2022       | Simone Zurich        | shz30922.3   |
| 01 E 540 620 000 140 000 | EDUC MEDIA MWKN SALARY-LIC TCHR      | 10,729.18    | 0.00          | 03/09/2022       | Simone Zurich        | shz30922.4   |
| 01 E 540 620 000 143 000 | EDUC MEDIA MWKN LIC INST SUP         | 0.00         | 10,729.18     | 03/09/2022       | Simone Zurich        | shz30922.4   |
| 01 R 215 610 000 099 151 | BARR GRANT DFLD MISC REV LOCAL       | 9,140.76     | 0.00          | 03/10/2022       | Christopher Peterson | 031022CP     |
| 01 E 215 610 000 401 151 | BARR GRANT DFLD GENERAL SUPPLY       | 9,140.76     | 0.00          | 03/10/2022       | Christopher Peterson | 031022CP     |
| 01 R 005 204 414 400 000 | FD TTL IITCH DW FED AID-THRU MDE     | 145,915.50   | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 R 005 204 414 400 011 | T2 PRT A-CARRYOV FED AID-THRU MDE    | 331,052.58   | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 002 204 414 303 000 | TTL2 ITQ MRSH FED CONT <25K          | 0.00         | 1,000.00      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 002 204 414 366 000 | TTL2 ITQ MRSH REG/LODG/MEALS         | 3,973.62     | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 002 204 414 366 011 | TTL2 ITQ PY MRSH REG/LODG/MEALS      | 15,727.59    | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 002 204 414 368 000 | TTL2 ITQ MRSH FED AIRFARE            | 0.00         | 6,300.00      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 002 204 414 470 000 | TTL2 ITQ MRSH LIBRARY/MEDIA          | 0.00         | 2,200.00      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 003 204 414 366 000 | TTL2 ITQ HLYR MILEAGE                | 464.78       | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 003 204 414 366 011 | TTL2 ITQ HLYR MILEAGE                | 2,591.91     | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 003 204 414 401 000 | TTL2 ITQ HLYR GENERAL SUPPLY         | 0.00         | 1,500.00      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 004 204 414 366 011 | TTL2 ITQ LKVA MILEAGE                | 1,471.97     | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 004 204 414 401 000 | TTL2 ITQ LKVA GENERAL SUPPLY         | 0.00         | 1,987.98      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 110 000 | FD TTL II DW ADMIN SALARY            | 0.00         | 17,545.63     | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 140 011 | FD TTL II PY DW CLASSROOM, LICENSED  | 44,400.00    | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 143 000 | FD TTL II DW LIC INSTR SUP           | 0.00         | 135,215.95    | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 143 011 | T2 PRT A-CARRYOV LIC INST SUP        | 155,800.00   | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 145 000 | FD TTL IITCH DW SUB TEACHER-LIC      | 0.00         | 205.00        | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 170 000 | FD TTL IITCH DW NONINST SUPP         | 0.00         | 5,291.05      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 185 000 | FD TTL IITCH DW EXT YR HRLY CERT     | 47,900.00    | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 210 000 | FD TTL II DW FICA/MEDICARE           | 0.00         | 8,124.68      | 03/10/2022       | Christopher Peterson | 031022CPA    |
| 01 E 005 204 414 210 011 | FD TTL II DW FICA/MEDICARE           | 15,400.00    | 0.00          | 03/10/2022       | Christopher Peterson | 031022CPA    |

**Budget Changes Report**

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| Account                  | Account Description                  | Debit     | Credit    | Post Date  | Created By           | Batch     |
|--------------------------|--------------------------------------|-----------|-----------|------------|----------------------|-----------|
| 01 E 005 204 414 214 000 | FD TTL IITCH DW PENS NCRT PERA       | 0.00      | 396.68    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 218 000 | FD TTL II DW CERT TRA                | 0.00      | 8,112.13  | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 218 011 | FD TTL II DW CERT TRA                | 16,700.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 220 000 | FD TTL II DW HLTH INS PRIMARY        | 0.00      | 39,900.00 | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 220 011 | FD TTL II DW HLTH INS PRIMARY        | 41,700.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 230 000 | FD TTL IITCH DW LIFE INSURANCE       | 0.00      | 130.00    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 230 011 | FD TTL II PY DW LIFE INSURANCE       | 300.00    | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 235 000 | FD TTL II DW DENTAL INSURANCE        | 0.00      | 650.00    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 235 011 | FD TTL II PY DW DENTAL INSURANCE     | 900.00    | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 240 000 | FD TTL II DW LTD INSURANCE           | 0.00      | 223.90    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 240 011 | FD TTL II PY DW LONG TERM DISABILITY | 400.00    | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 251 000 | FD TTL II DW HRA PLAN                | 0.00      | 9,400.00  | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 251 011 | FD TTL II DW HRA PLAN                | 9,200.00  | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 252 000 | FD TTL IITCH DW OPEB TRUST CONT.     | 0.00      | 12,200.00 | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 252 011 | FD TTL IITCH DW OPEB TRUST CONT.     | 13,000.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 270 000 | FD TTL II DW WORKERS COMP            | 0.00      | 597.00    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 270 011 | FD TTL II PY DW WORKERS COMPENSATION | 1,100.00  | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 280 011 | FD TTL II PY DW UNEMPLOYMENT         | 200.00    | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 303 000 | FD TTL IITCH DW FED CONT <25K        | 0.00      | 20,000.00 | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 366 000 | FD TTL IITCH DW MILEAGE              | 20,200.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 366 011 | T2 PRT A-CARRYOV REG/LODG/MEALS      | 11,529.01 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 368 000 | FD TTL IITCH DW FED-MILEAGE          | 0.00      | 16,500.00 | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 401 000 | FD TTL IITCH DW GENERAL SUPPLY       | 19,776.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 406 000 | TITLE II DW INSTR SOFTWARE           | 32,078.11 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 460 000 | TITLE II DW TEXTBOOKS                | 32,200.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 005 204 414 895 000 | FD TTL IITCH DW INDIRECT COSTS       | 30,805.00 | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 007 204 414 366 000 | FD TTL2 ITQ SJM MILEAGE              | 0.00      | 745.43    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 009 204 414 366 000 | FD TTL2 ITQ SJH MILEAGE              | 0.00      | 2,658.11  | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 010 204 414 366 000 | FD TTL2 ITQ SMI MILEAGE              | 0.00      | 700.00    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 010 204 414 368 000 | FD TTL2 ITQ SMI FED-O/S CONF EXP     | 0.00      | 2,400.00  | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 014 204 414 366 000 | FD TTL2 MR MONT MILEAGE              | 2,797.96  | 0.00      | 03/10/2022 | Christopher Peterson | 031022CPA |

Budget Changes Report

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| Account                  | Account Description                        | Debit        | Credit   | Post Date  | Created By           | Batch     |
|--------------------------|--|--------------|----------|------------|----------------------|-----------|
| 01 E 014 204 414 366 011 | FD TTL2 MR MONT MILEAGE                    | 114.78       | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 017 204 414 401 000 | FD TTL2 SPIRIT L GENERAL SUPPLY            | 0.00         | 68.38    | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 702 204 414 366 000 | TL2 ITQ MONT MILEAGE                       | 0.00         | 521.07   | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 E 702 204 414 366 011 | TL2 ITQ PY MONT TRAVEL/CONFERENCE          | 517.32       | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPA |
| 01 R 005 211 155 400 000 | ESSER II REVENUE                           | 8,650,310.52 | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 108 155 110 000 | ESSER II TECHNOLOGY                        | 100,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 108 155 143 000 | ESSER II TECHNOLOGY LICENSED INSTR         | 65,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 108 155 465 000 | ESSER II TECHNOLOGY NON-INSTRUCTIONAL      | 670,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 108 155 466 000 | ESSER II TECHNOLOGY INSTR. TECHNOLOGY      | 250,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 108 155 556 000 | ESSER II TECHNOLOGY - INSTRUCTIONAL TECH   | 1,349,750.29 | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 203 155 170 000 | ESSER II DW ELEMENTARY NONINSTR SUPPORT    | 60,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 140 000 | ESSER II DW SECONDARY CLASSROOM            | 3,212,335.23 | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 145 000 | ESSER II DW SECONDARY SUBSTITUTE TEACHER-  | 600,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 165 000 | ESSER II DW SECONDARY SCHOOL COUNSELOR     | 100,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 185 000 | ESSER II DW SEC STIPEND SALARY-            | 1,225,000.00 | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 210 000 | ESSER II DW SECONDARY FICA/MEDICARE        | 250,000.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 218 000 | ESSER II DW SECONDARY PENSION TRA          | 261,876.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 220 000 | ESSER II DW SECONDARY HEALTH INSURANCE     | 320,015.00   | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 230 000 | ESSER II DW SECONDARY LIFE INSURANCE       | 8,000.00     | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 235 000 | ESSER II DW SECONDARY DENTAL INSURANCE     | 10,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 211 155 240 000 | ESSER II DW SECONDARY LONG TERM DISABILITY | 18,212.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 005 810 155 350 000 | ESSER II DW MAINTENANCE                    | 50,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 03 R 013 760 155 400 000 | ESSER II REVENUE - TRANSPORTATION          | 25,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 03 E 013 760 155 170 000 | TRS REG TO-F ESSR II 90% NONINSTR SUPPORT  | 25,000.00    | 0.00     | 03/10/2022 | Christopher Peterson | 031022CPB |
| 01 E 520 203 000 470 000 | ELE ED LWLL LIBRARY/MEDIA                  | 1,000.00     | 0.00     | 03/10/2022 | Rachel Beilke        | rb31022   |
| 01 E 520 276 317 430 000 | CMPED LWLL ELEM INDIV INSTR - CLASSROOM    | 0.00         | 1,000.00 | 03/10/2022 | Rachel Beilke        | rb31022   |
| 01 E 565 640 150 401 000 | ARP STAFF ENGAGEMENT STOWE - SUPPLIES      | 0.00         | 500.00   | 03/10/2022 | Simone Zurich        | shz31022  |
| 01 R 215 298 000 099 421 | SA XCUR DHS GRANTS - MISC REV              | 1,000.00     | 0.00     | 03/11/2022 | Christopher Peterson | 031122CP  |
| 01 R 220 298 000 099 421 | SA XCUR EHS GRANTS - MISCELLANEOUS         | 619.00       | 0.00     | 03/11/2022 | Christopher Peterson | 031122CP  |
| 01 R 225 298 000 099 421 | SA XCUR- LPMS GRANTS MISC REVENUE          | 2,000.00     | 0.00     | 03/11/2022 | Christopher Peterson | 031122CP  |
| 01 R 225 298 000 099 421 | SA XCUR- LPMS GRANTS MISC REVENUE          | 1,600.00     | 0.00     | 03/11/2022 | Christopher Peterson | 031122CP  |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>              | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 R 335 298 000 099 421 | SA XCUR- OEMS GRANTS MISC REVENUE       | 2,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 335 298 000 099 421 | SA XCUR- OEMS GRANTS MISC REVENUE       | 2,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 335 298 000 099 421 | SA XCUR- OEMS GRANTS MISC REVENUE       | 3,278.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 435 298 000 099 421 | SA XCUR- CGDN GRANTS MISC REVENUE       | 1,200.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 475 298 000 099 421 | SA XCUR HMCR GRANTS - MISCELLANEOUS     | 500.00       | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 525 298 000 099 421 | SA XCUR- LMAC GRANTS MISC REVENUE       | 3,500.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 R 540 298 000 099 421 | SA XCUR MWKN GRANTS - MISCELLANEOUS     | 4,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 215 298 000 401 421 | SA XCUR DHS GRANTS - SUPPLIES           | 1,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 220 298 000 401 421 | SA XCUR EHS GRANTS - SUPPLIES           | 619.00       | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 225 298 000 401 421 | SA XCUR- LPMS GRANTS GEN SUPPLIES       | 2,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 225 298 000 401 421 | SA XCUR- LPMS GRANTS GEN SUPPLIES       | 1,600.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 335 298 000 401 421 | SA XCUR- OEMS GRANTS GEN SUPPLIES       | 2,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 335 298 000 401 421 | SA XCUR- OEMS GRANTS GEN SUPPLIES       | 2,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 335 298 000 401 421 | SA XCUR- OEMS GRANTS GEN SUPPLIES       | 3,278.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 435 298 000 401 421 | SA XCUR- CGDN GRANTS GEN SUPPLIES       | 1,200.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 475 298 000 401 421 | SA XCUR - HMCR GRANTS GENERAL SUPPLIES  | 500.00       | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 525 298 000 401 421 | SA XCUR- LMAC GRANTS GEN SUPPLIES       | 3,500.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 540 298 000 401 421 | SA XCUR - MWKN GRANTS GENERAL SUPPLIES  | 4,000.00     | 0.00          | 03/11/2022       | Christopher Peterson | 031122CP     |
| 01 E 005 740 499 430 000 | PROJECT AWARE MDE - CLASSROOM SUPPLIES  | 0.00         | 40,000.00     | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 215 740 499 530 000 | PROJECT AWARE MDE DFLD - OTHER          | 8,512.00     | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 220 740 499 530 000 | PROJECT AWARE MDE EAST - OTHER          | 13,412.00    | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 225 740 499 530 000 | PROJECT AWARE MDE LPMS - OTHER          | 5,960.00     | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 335 740 499 530 000 | PROJECT AWARE MDE OEMS - OTHER          | 10,040.00    | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 580 740 499 530 000 | PROJECT AWARE MDE RESID ACAD - OTHER    | 1,006.00     | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 611 740 499 530 000 | PROJECT AWARE MDE ALC - OTHER EQUIPMENT | 1,070.00     | 0.00          | 03/14/2022       | Christopher Peterson | 031422CPA    |
| 01 E 005 204 414 303 000 | FD TTL IITCH DW FED CONT <25K           | 32,200.00    | 0.00          | 03/16/2022       | Christopher Peterson | 031622CP     |
| 01 E 005 204 414 460 000 | TITLE II DW TEXTBOOKS                   | 0.00         | 32,200.00     | 03/16/2022       | Christopher Peterson | 031622CP     |
| 01 R 540 610 000 370 000 | FSCS GRANT MWKN - MISC REV-MDE          | 132,645.00   | 0.00          | 03/17/2022       | Christopher Peterson | 031722CP     |
| 01 E 540 610 000 160 000 | FSCS GRANT MWKN - MENTAL HLTH           | 18,800.00    | 0.00          | 03/17/2022       | Christopher Peterson | 031722CP     |
| 01 E 540 610 000 210 000 | FSCS GRANT MWKN - FICA/MEDICARE         | 1,500.00     | 0.00          | 03/17/2022       | Christopher Peterson | 031722CP     |
| 01 E 540 610 000 214 000 | FSCS GRANT MWKN - PENSION PERA          | 1,400.00     | 0.00          | 03/17/2022       | Christopher Peterson | 031722CP     |

## Budget Changes Report

Duluth Public Schools ISD #709

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| Account                  | Account Description                        | Debit      | Credit | Post Date  | Created By           | Batch    |
|--------------------------|--|------------|--------|------------|----------------------|----------|
| 01 E 540 610 000 220 000 | FSCS GRANT MWKN - HEALTH INSURANCE         | 5,500.00   | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 230 000 | FSCS GRANT MWKN - LIFE INSURANCE           | 100.00     | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 235 000 | FSCS GRANT MWKN - DENTAL INSURANCE         | 100.00     | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 240 000 | FSCS GRANT MWKN - LONG TERM DISABILITY INS | 35.00      | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 251 000 | FSCS GRANT MWKN - HRA HLTH REIMB           | 1,300.00   | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 270 000 | FSCS GRANT MWKN - WORKERS COMPENSATION     | 100.00     | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 280 000 | FSCS GRANT MWKN - UNEMPLOYMENT             | 10.00      | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 303 000 | FSCS GRANT MWKN - FED CONTRACTS UNDER      | 16,700.00  | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 304 000 | FSCS GRANT MWKN - FED CONTRACTS OVER       | 75,000.00  | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 360 000 | FSCS GRANT MWKN - TRANSPORTATION-PRIVATE   | 8,800.00   | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 540 610 000 401 000 | FSCS GRANT MWKN - GENERAL SUPPLY           | 3,300.00   | 0.00   | 03/17/2022 | Christopher Peterson | 031722CP |
| 01 E 225 292 000 305 712 | BOYS/GIRLS- LPMS SWIM CONTRACT SERVICES    | 450.00     | 0.00   | 03/17/2022 | Simone Zurich        | shz31722 |
| 01 E 225 292 000 305 714 | BOYS/GIRLS- LPMS TRACK CONTRACT SERVICES   | 1,100.00   | 0.00   | 03/17/2022 | Simone Zurich        | shz31722 |
| 01 E 335 292 000 305 712 | BOYS/GIRLS- OEMS SWIMMING CONTRACT         | 450.00     | 0.00   | 03/17/2022 | Simone Zurich        | shz31722 |
| 01 E 335 292 000 305 714 | BOYS/GIRLS- OEMS TRACK CONTRACT SERVICES   | 1,100.00   | 0.00   | 03/17/2022 | Simone Zurich        | shz31722 |
| 01 R 005 720 170 400 000 | MN COVID-19 TESTING PRG - FEDERAL AID THRU | 444,699.76 | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 155 000 | MN COVID-19 TESTING PRG - LICENSED NURSING | 51,000.00  | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 170 000 | MN COVID-19 TESTING PRG - NON INSTR        | 75,000.00  | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 210 000 | MN COVID-19 TESTING PRG - FICA             | 9,800.00   | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 214 000 | MN COVID-19 TESTING PRG - PERA             | 5,700.00   | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 218 000 | MN COVID-19 TESTING PRG - TRA              | 4,300.00   | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 220 000 | MN COVID-19 TESTING PRG - HEALTH INS       | 21,200.00  | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 230 000 | MN COVID-19 TESTING PRG - LIFE INS         | 195.00     | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 235 000 | MN COVID-19 TESTING PRG - DENTAL INS       | 600.00     | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 240 000 | MN COVID-19 TESTING PRG - LTD INS          | 250.00     | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 251 000 | MN COVID-19 TESTING PRG - HRA              | 5,200.00   | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 270 000 | MN COVID-19 TESTING PRG - WORKERS COMP     | 660.00     | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 280 000 | MN COVID-19 TESTING PRG - UNEMPLOYMENT     | 90.00      | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 401 000 | MN COVID-19 TESTING PRG - GENERAL SUPPLIES | 100,000.00 | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 405 000 | MN COVID-19 TESTING PRG - NON INSTR        | 50,000.00  | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |
| 01 E 005 720 170 465 000 | MN COVID-19 TESTING PRG - NON INSTR TECH   | 120,704.76 | 0.00   | 03/18/2022 | Christopher Peterson | 031822CP |

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| Account                  | Account Description                      | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|-----------|-----------|------------|----------------------|----------|
| 01 E 225 050 000 305 000 | SCH ADMIN LPMS CONTRACTED SERV           | 0.00      | 1,020.00  | 03/22/2022 | Susan Archambeau-    | SB032222 |
| 01 E 225 050 000 490 000 | SCH ADMIN LPMS FOOD                      | 1,020.00  | 0.00      | 03/22/2022 | Susan Archambeau-    | SB032222 |
| 01 E 081 203 317 143 000 | ELEM CMPED-DMRCK LIC INST SUP            | 0.00      | 48,581.93 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 145 000 | ELEM CMPED-DMRCK SUB TEACHER-LIC         | 0.00      | 512.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 185 000 | ELEM CMPED-DMRCK STPD SAL-LIC/CRT        | 0.00      | 512.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 210 000 | ELEM CMPED-DMRCK FICA/MEDICARE           | 0.00      | 3,755.60  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 218 000 | ELEM CMPED-DMRCK PENS CERT TRA           | 0.00      | 3,991.35  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 220 000 | ELEM CMPED-DMRCK HLTH INS PRIMARY        | 0.00      | 14,121.86 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 230 000 | ELEM CMPED-DMRCK LIFE INSURANCE          | 0.00      | 57.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 235 000 | ELEM CMPED-DMRCK DENTAL INSURANCE        | 0.00      | 177.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 240 000 | ELEM CMPED-DMRCK LTD INSURANCE           | 0.00      | 92.25     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 251 000 | ELEM CMPED-DMRCK HRA PLAN                | 0.00      | 3,396.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 270 000 | ELEM CMPED-DMRCK WORKERS COMP            | 0.00      | 287.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 203 317 280 000 | ELEM CMPED-DMRCK UNEMPLOYMNT COMP        | 0.00      | 29.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 140 000 | COMP HLT PHYED MRCK SALARY-LIC TCHR      | 0.00      | 77,595.58 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 145 000 | COMP HLT PHYED MRCK SUB TEACHER          | 0.00      | 1,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 210 000 | COMP HLT PHYED MRCK FICA                 | 0.00      | 6,014.70  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 218 000 | COMP HLT PHYED MRCK TRA                  | 0.00      | 6,391.90  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 220 000 | COMP HLT PHYED MRCK HLTH INS             | 0.00      | 16,288.61 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 230 000 | COMP HLT PHYED MRCK LIFE INS             | 0.00      | 87.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 235 000 | COMP HLT PHYED MRCK DENTAL INS           | 0.00      | 273.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 240 000 | COMP HLT PHYED MRCK LTD INS              | 0.00      | 149.65    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 251 000 | COMP HLT PHYED MRCK HRA                  | 0.00      | 3,920.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 270 000 | COMP HLT PHYED MRCK WORKERS COMP         | 0.00      | 460.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 240 317 280 000 | COMP HLT PHYED MRCK UNEMP COMP           | 0.00      | 46.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 140 000 | CMPED MRCK REMEDIAL OTHER - SALARY-LIC   | 77,595.58 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 145 000 | CMPED MRCK REMEDIAL OTHER - SUB TEACHER- | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 210 000 | CMPED MRCK REMEDIAL OTHER -              | 6,014.70  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 218 000 | CMPED MRCK REMEDIAL OTHER - TRA          | 6,391.90  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 220 000 | CMPED MRCK REMEDIAL OTHER - HEALTH INS   | 16,288.61 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 230 000 | CMPED MRCK REMEDIAL OTHER - LIFE INS     | 87.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |

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| Account                  | Account Description                        | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|-----------|-----------|------------|----------------------|----------|
| 01 E 081 273 317 235 000 | CMPED MRCK REMEDIAL OTHER - DENTAL INS     | 273.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 240 000 | CMPED MRCK REMEDIAL OTHER - LTD INS        | 149.65    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 251 000 | CMPED MRCK REMEDIAL OTHER - HRA            | 3,920.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 270 000 | CMPED MRCK REMEDIAL OTHER - WORKERS        | 460.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 273 317 280 000 | CMPED MRCK REMEDIAL OTHER - UNEMPLOY       | 46.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 143 000 | CMPED MRCK ELEM INDIV INSTR - LIC INSTR    | 48,581.93 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 145 000 | CMPED MRCK ELEM INDIV INSTR - SUB TEACHER- | 512.50    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 185 000 | CMPED MRCK ELEM INDIV INSTR - STIPEND -    | 512.50    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 210 000 | CMPED MRCK ELEM INDIV INSTR -              | 3,755.60  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 218 000 | CMPED MRCK ELEM INDIV INSTR - TRA          | 3,991.35  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 220 000 | CMPED MRCK ELEM INDIV INSTR - HEALTH INS   | 14,121.86 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 230 000 | CMPED MRCK ELEM INDIV INSTR - LIFE INS     | 57.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 235 000 | CMPED MRCK ELEM INDIV INSTR - DENTAL INS   | 177.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 240 000 | CMPED MRCK ELEM INDIV INSTR - LTD INS      | 92.25     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 251 000 | CMPED MRCK ELEM INDIV INSTR - HRA          | 3,396.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 270 000 | CMPED MRCK ELEM INDIV INSTR - WORKERS      | 287.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 081 276 317 280 000 | CMPED MRCK ELEM INDIV INSTR - UNEMPLOY     | 29.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 143 000 | SEC CMPED-D DFLD LIC INST SUP              | 0.00      | 81,088.78 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 145 000 | SEC CMPED-D DFLD SUB TEACHER-LIC           | 0.00      | 7,687.50  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 210 000 | SEC CMPED-D DFLD FICA/MEDICARE             | 0.00      | 7,378.98  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 214 000 | SEC CMPED-D DFLD PENS NCRT PERA            | 0.00      | 577.08    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 218 000 | SEC CMPED-D DFLD PENS CERT TRA             | 0.00      | 7,217.03  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 220 000 | SEC CMPED-D DFLD HLTH INS PRIMARY          | 0.00      | 75,269.15 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 230 000 | SEC CMPED-D DFLD LIFE INSURANCE            | 0.00      | 600.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 235 000 | SEC CMPED-D DFLD DENTAL INSURANCE          | 0.00      | 1,637.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 240 000 | SEC CMPED-D DFLD LTD INSURANCE             | 0.00      | 183.48    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 251 000 | SEC CMPED-D DFLD HRA PLAN                  | 0.00      | 16,500.00 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 270 000 | SEC CMPED-D DFLD WORKERS COMP              | 0.00      | 565.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 280 000 | SEC CMPED-D DFLD UNEMPLOYMNT COMP          | 0.00      | 56.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 211 317 366 000 | SEC CMPED-D DFLD MILEAGE                   | 0.00      | 3,000.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 215 220 317 140 000 | DENFLD/COMP ED D SALARY-LIC TCHR           | 0.00      | 74,741.98 | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>               | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 215 220 317 145 000 | DENFLD/COMP ED D SUB TEACHER-LIC         | 0.00         | 512.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 210 000 | DENFLD/COMP ED D FICA/MEDICARE           | 0.00         | 5,757.43      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 218 000 | DENFLD/COMP ED D PENS CERT TRA           | 0.00         | 6,118.23      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 220 000 | DENFLD/COMP ED D HLTH INS PRIMARY        | 0.00         | 21,849.40     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 230 000 | DENFLD/COMP ED D LIFE INSURANCE          | 0.00         | 44.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 235 000 | DENFLD/COMP ED D DENTAL INSURANCE        | 0.00         | 136.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 240 000 | DENFLD/COMP ED D LTD INSURANCE           | 0.00         | 142.48        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 251 000 | DENFLD/COMP ED D HRA PLAN                | 0.00         | 5,225.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 270 000 | DENFLD/COMP ED D WORKERS COMP            | 0.00         | 441.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 220 317 280 000 | DENFLD/COMP ED D UNEMPLOYMNT COMP        | 0.00         | 44.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 140 000 | MTH CMPED DFLD SALARY-LIC TCHR           | 0.00         | 19,398.13     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 145 000 | MTH CMPED DFLD SUB TEACHER-LIC           | 0.00         | 512.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 210 000 | MTH CMPED DFLD FICA/MEDICARE             | 0.00         | 1,523.15      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 218 000 | MTH CMPED DFLD PENS CERT TRA             | 0.00         | 1,618.48      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 220 000 | MTH CMPED DFLD HLTH INS PRIMARY          | 0.00         | 3,254.94      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 230 000 | MTH CMPED DFLD LIFE INSURANCE            | 0.00         | 26.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 235 000 | MTH CMPED DFLD DENTAL INSURANCE          | 0.00         | 82.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 240 000 | MTH CMPED DFLD LTD INSURANCE             | 0.00         | 37.93         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 251 000 | MTH CMPED DFLD HRA PLAN                  | 0.00         | 784.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 270 000 | MTH CMPED DFLD WORKERS COMP              | 0.00         | 117.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 256 317 280 000 | MTH CMPED DFLD UNEMPLOYMNT COMP          | 0.00         | 12.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 140 000 | CMPED DFLD REMEDIAL READING - SALARY-LIC | 74,741.98    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 145 000 | CMPED DFLD REMEDIAL READING - SUB        | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 210 000 | CMPED DFLD REMEDIAL READING -            | 5,757.43     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 218 000 | CMPED DFLD REMEDIAL READING - TRA        | 6,118.23     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 220 000 | CMPED DFLD REMEDIAL READING - HEALTH INS | 21,849.40    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 230 000 | CMPED DFLD REMEDIAL READING - LIFE INS   | 44.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 235 000 | CMPED DFLD REMEDIAL READING - DENTAL INS | 136.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 240 000 | CMPED DFLD REMEDIAL READING - LTD INS    | 142.48       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 251 000 | CMPED DFLD REMEDIAL READING - HRA        | 5,225.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 271 317 270 000 | CMPED DFLD REMEDIAL READING - WORKERS    | 441.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                  | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 215 271 317 280 000 | CMPED DFLD REMEDIAL READING - UNEMPLOY      | 44.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 140 000 | CMPED DFLD REMEDIAL MATH - SALARY-LIC       | 19,398.13    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 145 000 | CMPED DFLD REMEDIAL MATH - SUB TEACHER-     | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 210 000 | CMPED DFLD REMEDIAL MATH - FICA/MEDICARE    | 1,523.15     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 218 000 | CMPED DFLD REMEDIAL MATH - TRA              | 1,618.48     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 220 000 | CMPED DFLD REMEDIAL MATH - HEALTH INS       | 3,254.94     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 230 000 | CMPED DFLD REMEDIAL MATH - LIFE INS         | 26.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 235 000 | CMPED DFLD REMEDIAL MATH - DENTAL INS       | 82.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 240 000 | CMPED DFLD REMEDIAL MATH - LTD INS          | 37.93        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 251 000 | CMPED DFLD REMEDIAL MATH - HRA              | 784.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 270 000 | CMPED DFLD REMEDIAL MATH - WORKERS COMP     | 117.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 272 317 280 000 | CMPED DFLD REMEDIAL MATH - UNEMPLOY         | 12.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 143 000 | CMPED DFLD SECD INDIV INSTR - LIC INSTR     | 81,088.78    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 145 000 | CMPED DFLD SECD INDIV INSTR - SUB TEACHER-  | 7,687.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 210 000 | CMPED DFLD SECD INDIV INSTR - FICA/MEDICARE | 7,378.98     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 214 000 | CMPED DFLD SECD INDIV INSTR - PERA          | 577.08       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 218 000 | CMPED DFLD SECD INDIV INSTR - TRA           | 7,217.03     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 220 000 | CMPED DFLD SECD INDIV INSTR - HEALTH INS    | 75,269.15    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 230 000 | CMPED DFLD SECD INDIV INSTR - LIFE INS      | 600.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 235 000 | CMPED DFLD SECD INDIV INSTR - DENTAL INS    | 1,637.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 240 000 | CMPED DFLD SECD INDIV INSTR - LTD INS       | 183.48       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 251 000 | CMPED DFLD SECD INDIV INSTR - HRA           | 16,500.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 270 000 | CMPED DFLD SECD INDIV INSTR - WORKERS       | 565.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 280 000 | CMPED DFLD SECD INDIV INSTR - UNEMPLOY      | 56.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 215 277 317 366 000 | CMPED DFLD SECD INDIV INSTR -               | 3,000.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 220 211 317 366 000 | SEC CMPED-D EAST REG/LODG/MEALS             | 0.00         | 500.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 220 277 317 366 000 | CMPED EAST SECD INDIV INSTR -               | 500.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 143 000 | COMPED LPMS LIC INSTR SUP                   | 0.00         | 90,641.78     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 144 000 | COMPED LPMS NON-LIC SUP                     | 0.00         | 45,113.33     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 145 000 | MS CMPED-D LPMS SUB TEACHER-LIC             | 0.00         | 2,050.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 185 000 | MS CMPED-D LPMS STPD SAL-LIC/CRT            | 0.00         | 7,700.00      | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>        | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|-----------------------------------|--------------|---------------|------------------|----------------------|--------------|
| 01 E 225 211 317 186 000 | MS CMPED-D LPMS STPD SAL-NONLIC   | 0.00         | 500.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 210 000 | COMPED LPMS FICA/MEDICARE         | 0.00         | 11,169.43     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 214 000 | COMPED LPMS PERA                  | 0.00         | 3,573.15      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 218 000 | MS CMPED-D LPMS PENS CERT TRA     | 0.00         | 8,202.05      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 220 000 | COMPED LPMS HLTH INS PRIMARY      | 0.00         | 36,751.29     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 230 000 | COMPED LPMS LIFE INSURANCE        | 0.00         | 600.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 235 000 | COMPED LPMS DENTAL INSURANCE      | 0.00         | 1,883.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 240 000 | COMPED LPMS LTD INSURANCE         | 0.00         | 261.38        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 251 000 | COMPED LPMS HRA PLAN              | 0.00         | 8,950.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 270 000 | COMPED LPMS WORKERS COMP          | 0.00         | 855.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 280 000 | COMPED LPMS UNEMPLOYMENT COMP     | 0.00         | 85.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 211 317 366 000 | MS CMPED-D LPMS MILEAGE           | 0.00         | 1,572.31      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 140 000 | MTH CMPED-D LPMS SALARY-LIC TCHR  | 0.00         | 40,847.28     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 145 000 | MTH CMPED-D LPMS SUB TEACHER-LIC  | 0.00         | 512.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 210 000 | MTH CMPED-D LPMS FICA/MEDICARE    | 0.00         | 3,164.18      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 218 000 | MTH CMPED-D LPMS PENS CERT TRA    | 0.00         | 3,363.03      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 230 000 | MTH CMPED-D LPMS LIFE INSURANCE   | 0.00         | 87.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 235 000 | MTH CMPED-D LPMS DENTAL INSURANCE | 0.00         | 273.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 240 000 | MTH CMPED-D LPMS LTD INSURANCE    | 0.00         | 78.93         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 270 000 | MTH CMPED-D LPMS WORKERS COMP     | 0.00         | 242.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 256 317 280 000 | MTH CMPED-D LPMS UNEMPLOYMNT COMP | 0.00         | 24.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 140 000 | NAT SCI/LINC-COM SALARY-LIC TCHR  | 0.00         | 88,901.33     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 145 000 | NAT SCI/LINC-COM SUB TEACHER-LIC  | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 210 000 | NAT SCI/LINC-COM FICA/MEDICARE    | 0.00         | 6,879.80      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 218 000 | NAT SCI/LINC-COM PENS CERT TRA    | 0.00         | 7,311.33      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 220 000 | NAT SCI/LINC-COM HLTH INS PRIMARY | 0.00         | 21,702.81     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 230 000 | NAT SCI/LINC-COM LIFE INSURANCE   | 0.00         | 174.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 235 000 | NAT SCI/LINC-COM DENTAL INSURANCE | 0.00         | 546.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 240 000 | NAT SCI/LINC-COM LTD INSURANCE    | 0.00         | 171.18        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 251 000 | NAT SCI/LINC-COM HRA PLAN         | 0.00         | 5,225.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 225 260 317 270 000 | NAT SCI/LINC-COM WORKERS COMP     | 0.00         | 526.00        | 03/25/2022       | Christopher Peterson | 032522CP     |

Budget Changes Report

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| Account                  | Account Description                       | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|---|-----------|-----------|------------|----------------------|----------|
| 01 E 225 260 317 280 000 | NAT SCI/LINC-COM UNEMPLOYMNT COMP         | 0.00      | 53.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 140 000 | SOC SCI/LINC-COM SALARY-LIC TCHR          | 0.00      | 51,506.25 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 145 000 | SOC SCI/LINC-COM SUB TEACHER-LIC          | 0.00      | 1,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 210 000 | SOC SCI/LINC-COM FICA/MEDICARE            | 0.00      | 4,019.03  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 218 000 | SOC SCI/LINC-COM PENS CERT TRA            | 0.00      | 4,271.18  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 220 000 | SOC SCI/LINC-COM HLTH INS PRIMARY         | 0.00      | 14,484.59 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 230 000 | SOC SCI/LINC-COM LIFE INSURANCE           | 0.00      | 87.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 235 000 | SOC SCI/LINC-COM DENTAL INSURANCE         | 0.00      | 273.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 240 000 | SOC SCI/LINC-COM LTD INSURANCE            | 0.00      | 99.43     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 251 000 | SOC SCI/LINC-COM HRA PLAN                 | 0.00      | 5,225.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 270 000 | SOC SCI/LINC-COM WORKERS COMP             | 0.00      | 308.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 270 317 280 000 | SOC SCI/LINC-COM UNEMPLOYMNT COMP         | 0.00      | 31.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 140 000 | CMPED LPMS REMEDIAL MATH - SALARY-LIC     | 40,847.28 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 145 000 | CMPED LPMS REMEDIAL MATH - SUB TEACHER-   | 512.50    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 210 000 | CMPED LPMS REMEDIAL MATH - FICA/MEDICARE  | 3,164.18  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 218 000 | CMPED LPMS REMEDIAL MATH - TRA            | 3,363.03  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 230 000 | CMPED LPMS REMEDIAL MATH - LIFE INS       | 87.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 235 000 | CMPED LPMS REMEDIAL MATH - DENTAL INS     | 273.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 240 000 | CMPED LPMS REMEDIAL MATH - LTD INS        | 78.93     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 270 000 | CMPED LPMS REMEDIAL MATH - WORKERS COMP   | 242.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 272 317 280 000 | CMPED LPMS REMEDIAL MATH - UNEMPLOY       | 24.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 140 000 | CMPED LPMS REMEDIAL OTHER - SALARY-LIC    | 88,901.33 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 140 000 | CMPED LPMS REMEDIAL OTHER - SALARY-LIC    | 51,506.25 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 145 000 | CMPED LPMS REMEDIAL OTHER - SUB TEACHER-  | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 145 000 | CMPED LPMS REMEDIAL OTHER - SUB TEACHER-  | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 210 000 | CMPED LPMS REMEDIAL OTHER - FICA/MEDICARE | 6,879.80  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 210 000 | CMPED LPMS REMEDIAL OTHER - FICA/MEDICARE | 4,019.03  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 218 000 | CMPED LPMS REMEDIAL OTHER - TRA           | 7,311.33  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 218 000 | CMPED LPMS REMEDIAL OTHER - TRA           | 4,271.18  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 220 000 | CMPED LPMS REMEDIAL OTHER - HEALTH INS    | 21,702.81 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 220 000 | CMPED LPMS REMEDIAL OTHER - HEALTH INS    | 14,484.59 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |

Budget Changes Report

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| Account                  | Account Description                         | Debit     | Credit   | Post Date  | Created By           | Batch    |
|--------------------------|---|-----------|----------|------------|----------------------|----------|
| 01 E 225 273 317 230 000 | CMPED LPMS REMEDIAL OTHER - LIFE INS        | 174.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 230 000 | CMPED LPMS REMEDIAL OTHER - LIFE INS        | 87.00     | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 235 000 | CMPED LPMS REMEDIAL OTHER - DENTAL INS      | 546.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 235 000 | CMPED LPMS REMEDIAL OTHER - DENTAL INS      | 273.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 240 000 | CMPED LPMS REMEDIAL OTHER - LTD INS         | 171.18    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 240 000 | CMPED LPMS REMEDIAL OTHER - LTD INS         | 99.43     | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 251 000 | CMPED LPMS REMEDIAL OTHER - HRA             | 5,225.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 251 000 | CMPED LPMS REMEDIAL OTHER - HRA             | 5,225.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 270 000 | CMPED LPMS REMEDIAL OTHER - WORKERS         | 526.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 270 000 | CMPED LPMS REMEDIAL OTHER - WORKERS         | 308.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 280 000 | CMPED LPMS REMEDIAL OTHER - UNEMPLOY        | 53.00     | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 273 317 280 000 | CMPED LPMS REMEDIAL OTHER - UNEMPLOY        | 31.00     | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 143 000 | CMPED LPMS SECD INDIV INSTR - LIC INSTR     | 90,641.78 | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 144 000 | CMPED LPMS SECD INDIV INSTR - NON-LIC INSTR | 45,113.33 | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 145 000 | CMPED LPMS SECD INDIV INSTR - SUB TEACHER-  | 2,050.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 185 000 | CMPED LPMS SECD INDIV INSTR - STIPEND -     | 7,700.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 186 000 | CMPED LPMS SECD INDIV INSTR - STIPEND - NON | 500.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 210 000 | CMPED LPMS SECD INDIV INSTR - FICA/MEDICARE | 11,169.43 | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 214 000 | CMPED LPMS SECD INDIV INSTR - PERA          | 3,573.15  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 218 000 | CMPED LPMS SECD INDIV INSTR - TRA           | 8,202.05  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 220 000 | CMPED LPMS SECD INDIV INSTR - HEALTH INS    | 36,751.29 | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 230 000 | CMPED LPMS SECD INDIV INSTR - LIFE INS      | 600.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 235 000 | CMPED LPMS SECD INDIV INSTR - DENTAL INS    | 1,883.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 240 000 | CMPED LPMS SECD INDIV INSTR - LTD INS       | 261.38    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 251 000 | CMPED LPMS SECD INDIV INSTR - HRA           | 8,950.00  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 270 000 | CMPED LPMS SECD INDIV INSTR - WORKERS       | 855.00    | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 280 000 | CMPED LPMS SECD INDIV INSTR - UNEMPLOY      | 85.00     | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 225 277 317 366 000 | CMPED LPMS SECD INDIV INSTR -               | 1,572.31  | 0.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 335 211 317 210 000 | SEC CMPED-D OEMS FICA/MEDICARE              | 0.00      | 1,304.83 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 335 211 317 214 000 | SEC CMPED-D OEMS PENS NCRT PERA             | 0.00      | 1,279.20 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 335 211 317 218 000 | SEC CMPED-D OEMS PENS CERT TRA              | 0.00      | 1,385.80 | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>               | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 335 211 317 220 000 | SEC CMPED-D OEMS HLTH INS PRIMARY        | 0.00         | 2,169.96      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 230 000 | SEC CMPED-D OEMS LIFE INSURANCE          | 0.00         | 17.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 235 000 | SEC CMPED-D OEMS DENTAL INSURANCE        | 0.00         | 55.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 240 000 | SEC CMPED-D OEMS LTD INSURANCE           | 0.00         | 32.80         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 251 000 | SEC CMPED-D OEMS HRA PLAN                | 0.00         | 523.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 270 000 | SEC CMPED-D OEMS WORKERS COMP            | 0.00         | 100.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 211 317 280 000 | SEC CMPED-D OEMS UNEMPLOYMNT COMP        | 0.00         | 10.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 140 000 | ENG CMPED OEMS SALARY-LIC TCHR           | 0.00         | 39,147.83     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 145 000 | ENG CMPED OEMS SUB TEACHER-LIC           | 0.00         | 512.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 210 000 | ENG CMPED OEMS FICA/MEDICARE             | 0.00         | 3,034.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 218 000 | ENG CMPED OEMS PENS CERT TRA             | 0.00         | 3,224.65      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 220 000 | ENG CMPED OEMS HLTH INS PRIMARY          | 0.00         | 10,914.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 230 000 | ENG CMPED OEMS LIFE INSURANCE            | 0.00         | 70.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 235 000 | ENG CMPED OEMS DENTAL INSURANCE          | 0.00         | 218.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 240 000 | ENG CMPED OEMS LTD INSURANCE             | 0.00         | 75.85         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 251 000 | ENG CMPED OEMS HRA PLAN                  | 0.00         | 2,613.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 270 000 | ENG CMPED OEMS WORKERS COMP              | 0.00         | 232.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 220 317 280 000 | ENG CMPED OEMS UNEMPLOYMNT COMP          | 0.00         | 23.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 140 000 | CMPED OEMS REMEDIAL READING - SALARY-LIC | 39,147.83    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 145 000 | CMPED OEMS REMEDIAL READING - SUB        | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 210 000 | CMPED OEMS REMEDIAL READING -            | 3,034.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 218 000 | CMPED OEMS REMEDIAL READING - TRA        | 3,224.65     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 220 000 | CMPED OEMS REMEDIAL READING - HEALTH INS | 10,914.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 230 000 | CMPED OEMS REMEDIAL READING - LIFE INS   | 70.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 235 000 | CMPED OEMS REMEDIAL READING - DENTAL INS | 218.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 240 000 | CMPED OEMS REMEDIAL READING - LTD INS    | 75.85        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 251 000 | CMPED OEMS REMEDIAL READING - HRA        | 2,613.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 270 000 | CMPED OEMS REMEDIAL READING - WORKERS    | 232.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 271 317 280 000 | CMPED OEMS REMEDIAL READING - UNEMPLOY   | 23.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 210 000 | CMPED OEMS SECD INDIV INSTR -            | 1,304.83     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 214 000 | CMPED OEMS SECD INDIV INSTR - PERA       | 1,279.20     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 335 277 317 218 000 | CMPED OEMS SECD INDIV INSTR - TRA          | 1,385.80     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 220 000 | CMPED OEMS SECD INDIV INSTR - HEALTH INS   | 2,169.96     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 230 000 | CMPED OEMS SECD INDIV INSTR - LIFE INS     | 17.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 235 000 | CMPED OEMS SECD INDIV INSTR - DENTAL INS   | 55.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 240 000 | CMPED OEMS SECD INDIV INSTR - LTD INS      | 32.80        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 251 000 | CMPED OEMS SECD INDIV INSTR - HRA          | 523.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 270 000 | CMPED OEMS SECD INDIV INSTR - WORKERS      | 100.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 335 277 317 280 000 | CMPED OEMS SECD INDIV INSTR - UNEMPLOY     | 10.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 140 000 | ELE CMPED-D CGDN SALARY-LIC TCHR           | 0.00         | 16,217.55     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 143 000 | ELE CMPED-D CGDN LIC INST SUP              | 0.00         | 10,653.85     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 145 000 | ELE CMPED-D CGDN SUB TEACHER-LIC           | 0.00         | 2,050.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 185 000 | ELE CMPED-D CGDN STPD SAL-LIC/CRT          | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 210 000 | ELE CMPED-D CGDN FICA/MEDICARE             | 0.00         | 2,385.18      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 214 000 | ELE CMPED-D CGDN PENS NCRT PERA            | 0.00         | 169.13        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 218 000 | ELE CMPED-D CGDN PENS CERT TRA             | 0.00         | 2,351.35      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 220 000 | ELE CMPED-D CGDN HLTH INS PRIMARY          | 0.00         | 7,416.17      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 230 000 | ELE CMPED-D CGDN LIFE INSURANCE            | 0.00         | 35.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 235 000 | ELE CMPED-D CGDN DENTAL INSURANCE          | 0.00         | 109.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 240 000 | ELE CMPED-D CGDN LTD INSURANCE             | 0.00         | 55.35         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 251 000 | ELE CMPED-D CGDN HRA PLAN                  | 0.00         | 2,205.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 270 000 | ELE CMPED-D CGDN WORKERS COMP              | 0.00         | 182.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 203 317 280 000 | ELE CMPED-D CGDN UNEMPLOYMNT COMP          | 0.00         | 18.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 140 000 | CMPED CGDN ELEM INDIV INSTR - SALARY-LIC   | 16,217.55    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 143 000 | CMPED CGDN ELEM INDIV INSTR - LIC INSTR    | 10,653.85    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 145 000 | CMPED CGDN ELEM INDIV INSTR - SUB TEACHER- | 2,050.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 185 000 | CMPED CGDN ELEM INDIV INSTR - STIPEND -    | 1,025.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 210 000 | CMPED CGDN ELEM INDIV INSTR -              | 2,385.18     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 214 000 | CMPED CGDN ELEM INDIV INSTR - PERA         | 169.13       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 218 000 | CMPED CGDN ELEM INDIV INSTR - TRA          | 2,351.35     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 220 000 | CMPED CGDN ELEM INDIV INSTR - HEALTH INS   | 7,416.17     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 435 276 317 230 000 | CMPED CGDN ELEM INDIV INSTR - LIFE INS     | 35.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

Budget Changes Report

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| Account                  | Account Description                        | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|-----------|-----------|------------|----------------------|----------|
| 01 E 435 276 317 235 000 | CMPED CGDN ELEM INDIV INSTR - DENTAL INS   | 109.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 435 276 317 240 000 | CMPED CGDN ELEM INDIV INSTR - LTD INS      | 55.35     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 435 276 317 251 000 | CMPED CGDN ELEM INDIV INSTR - HRA          | 2,205.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 435 276 317 270 000 | CMPED CGDN ELEM INDIV INSTR - WORKERS      | 182.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 435 276 317 280 000 | CMPED CGDN ELEM INDIV INSTR - UNEMPLOY     | 18.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 140 000 | ELE CMPED-D HMCR SALARY-LIC TCHR           | 0.00      | 31,127.20 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 145 000 | ELE CMPED-D HMCR SUB TEACHER-LIC           | 0.00      | 102.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 210 000 | ELE CMPED-D HMCR FICA/MEDICARE             | 0.00      | 2,381.08  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 218 000 | ELE CMPED-D HMCR PENS CERT TRA             | 0.00      | 2,530.73  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 220 000 | ELE CMPED-D HMCR HLTH INS PRIMARY          | 0.00      | 4,882.41  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 230 000 | ELE CMPED-D HMCR LIFE INSURANCE            | 0.00      | 39.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 235 000 | ELE CMPED-D HMCR DENTAL INSURANCE          | 0.00      | 123.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 240 000 | ELE CMPED-D HMCR LTD INSURANCE             | 0.00      | 59.45     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 251 000 | ELE CMPED-D HMCR HRA PLAN                  | 0.00      | 1,176.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 270 000 | ELE CMPED-D HMCR WORKERS COMP              | 0.00      | 182.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 203 317 280 000 | ELE CMPED-D HMCR UNEMPLOYMNT COMP          | 0.00      | 18.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 140 000 | CMPED HMCR ELEM INDIV INSTR - SALARY-LIC   | 31,127.20 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 145 000 | CMPED HMCR ELEM INDIV INSTR - SUB TEACHER- | 102.50    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 210 000 | CMPED HMCR ELEM INDIV INSTR -              | 2,381.08  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 218 000 | CMPED HMCR ELEM INDIV INSTR - TRA          | 2,530.73  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 220 000 | CMPED HMCR ELEM INDIV INSTR - HEALTH INS   | 4,882.41  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 230 000 | CMPED HMCR ELEM INDIV INSTR - LIFE INS     | 39.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 235 000 | CMPED HMCR ELEM INDIV INSTR - DENTAL INS   | 123.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 240 000 | CMPED HMCR ELEM INDIV INSTR - LTD INS      | 59.45     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 251 000 | CMPED HMCR ELEM INDIV INSTR - HRA          | 1,176.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 270 000 | CMPED HMCR ELEM INDIV INSTR - WORKERS      | 182.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 475 276 317 280 000 | CMPED HMCR ELEM INDIV INSTR - UNEMPLOY     | 18.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 500 201 317 140 000 | CMPED-D K LKWD SALARY-LIC TCHR             | 0.00      | 27,293.70 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 500 201 317 145 000 | CMPED-D K LKWD SUB TEACHER-LIC             | 0.00      | 102.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 500 201 317 210 000 | CMPED-D K LKWD FICA/MEDICARE               | 0.00      | 2,096.13  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 500 201 317 218 000 | CMPED-D K LKWD PENS CERT TRA               | 0.00      | 2,169.93  | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                  | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 500 201 317 220 000 | CMPED-D K LKWD HLTH INS PRIMARY             | 0.00         | 3,952.58      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 230 000 | CMPED-D K LKWD LIFE INSURANCE               | 0.00         | 40.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 235 000 | CMPED-D K LKWD DENTAL INSURANCE             | 0.00         | 109.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 240 000 | CMPED-D K LKWD LTD INSURANCE                | 0.00         | 52.28         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 251 000 | CMPED-D K LKWD HRA PLAN                     | 0.00         | 800.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 270 000 | CMPED-D K LKWD WORKERS COMP                 | 0.00         | 200.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 201 317 280 000 | CMPED-D K LKWD UNEMPLOYMNT COMP             | 0.00         | 67.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 140 000 | CMPED LKWD KGR INDIV INSTR - SALARY-LIC     | 27,293.70    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 145 000 | CMPED LKWD KGR INDIV INSTR - SUB TEACHER-   | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 210 000 | CMPED LKWD KGR INDIV INSTR - FICA/MEDICARE  | 2,096.13     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 218 000 | CMPED LKWD KGR INDIV INSTR - TRA            | 2,169.93     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 220 000 | CMPED LKWD KGR INDIV INSTR - HEALTH INS     | 3,952.58     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 230 000 | CMPED LKWD KGR INDIV INSTR - LIFE INS       | 40.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 235 000 | CMPED LKWD KGR INDIV INSTR - DENTAL INS     | 109.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 240 000 | CMPED LKWD KGR INDIV INSTR - LTD INS        | 52.28        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 251 000 | CMPED LKWD KGR INDIV INSTR - HRA            | 800.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 270 000 | CMPED LKWD KGR INDIV INSTR - WORKERS        | 200.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 500 275 317 280 000 | CMPED LKWD KGR INDIV INSTR - UNEMPLOY       | 67.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 145 000 | ELE CMPED-D LSTR SUB TEACHER-LIC            | 0.00         | 2,152.50      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 210 000 | ELE CMPED-D LSTR FICA/MEDICARE              | 0.00         | 909.18        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 214 000 | ELE CMPED-D LSTR PENS NCRT PERA             | 0.00         | 153.75        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 218 000 | ELE CMPED-D LSTR PENS CERT TRA              | 0.00         | 175.28        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 220 000 | ELE CMPED-D LSTR HLTH INS PRIMARY           | 0.00         | 535.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 230 000 | ELE CMPED-D LSTR LIFE INSURANCE             | 0.00         | 10.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 235 000 | ELE CMPED-D LSTR DENTAL INSURANCE           | 0.00         | 55.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 240 000 | ELE CMPED-D LSTR LTD INSURANCE              | 0.00         | 4.10          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 251 000 | ELE CMPED-D LSTR HRA PLAN                   | 0.00         | 250.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 270 000 | ELE CMPED-D LSTR WORKERS COMP               | 0.00         | 696.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 203 317 280 000 | ELE CMPED-D LSTR UNEMPLOYMNT COMP           | 0.00         | 70.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 276 317 145 000 | CMPED LSTR ELEM INDIV INSTR - SUB TEACHER-  | 2,152.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 510 276 317 210 000 | CMPED LSTR ELEM INDIV INSTR - FICA/MEDICARE | 909.18       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| Account                  | Account Description                      | Debit  | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|--------|-----------|------------|----------------------|----------|
| 01 E 510 276 317 214 000 | CMPED LSTR ELEM INDIV INSTR - PERA       | 153.75 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 218 000 | CMPED LSTR ELEM INDIV INSTR - TRA        | 175.28 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 220 000 | CMPED LSTR ELEM INDIV INSTR - HEALTH INS | 535.00 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 230 000 | CMPED LSTR ELEM INDIV INSTR - LIFE INS   | 10.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 235 000 | CMPED LSTR ELEM INDIV INSTR - DENTAL INS | 55.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 240 000 | CMPED LSTR ELEM INDIV INSTR - LTD INS    | 4.10   | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 251 000 | CMPED LSTR ELEM INDIV INSTR - HRA        | 250.00 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 270 000 | CMPED LSTR ELEM INDIV INSTR - WORKERS    | 696.00 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 510 276 317 280 000 | CMPED LSTR ELEM INDIV INSTR - UNEMPLOY   | 70.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 140 000 | CMPED-D K LWLL SALARY-LIC TCHR           | 0.00   | 84,141.23 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 145 000 | CMPED-D K LWLL SUB TEACHER-LIC           | 0.00   | 1,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 210 000 | CMPED-D K LWLL FICA/MEDICARE             | 0.00   | 6,514.90  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 218 000 | CMPED-D K LWLL PENS CERT TRA             | 0.00   | 6,923.88  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 220 000 | CMPED-D K LWLL HLTH INS PRIMARY          | 0.00   | 21,703.88 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 230 000 | CMPED-D K LWLL LIFE INSURANCE            | 0.00   | 174.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 235 000 | CMPED-D K LWLL DENTAL INSURANCE          | 0.00   | 546.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 240 000 | CMPED-D K LWLL LTD INSURANCE             | 0.00   | 161.95    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 251 000 | CMPED-D K LWLL HRA PLAN                  | 0.00   | 7,838.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 270 000 | CMPED-D K LWLL WORKERS COMP              | 0.00   | 499.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 201 317 280 000 | CMPED-D K LWLL UNEMPLOYMNT COMP          | 0.00   | 50.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 140 000 | ELE CMPED-D LWLL SALARY-LIC TCHR         | 0.00   | 5,125.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 145 000 | ELE CMPED-D LWLL SUB TEACHER-LIC         | 0.00   | 1,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 185 000 | ELE CMPED-D LWLL STPD SAL-LIC/CRT        | 0.00   | 4,100.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 210 000 | ELE CMPED-D LWLL FICA/MEDICARE           | 0.00   | 863.05    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 214 000 | ELE CMPED-D LWLL PENS NCRT PERA          | 0.00   | 384.38    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 218 000 | ELE CMPED-D LWLL PENS CERT TRA           | 0.00   | 500.20    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 220 000 | ELE CMPED-D LWLL HLTH INS PRIMARY        | 0.00   | 8,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 230 000 | ELE CMPED-D LWLL LIFE INSURANCE          | 0.00   | 150.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 235 000 | ELE CMPED-D LWLL DENTAL INSURANCE        | 0.00   | 409.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 240 000 | ELE CMPED-D LWLL LTD INSURANCE           | 0.00   | 10.25     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 251 000 | ELE CMPED-D LWLL HRA PLAN                | 0.00   | 3,000.00  | 03/25/2022 | Christopher Peterson | 032522CP |

Budget Changes Report

Duluth Public Schools ISD #709

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| Account                  | Account Description                          | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|-----------|-----------|------------|----------------------|----------|
| 01 E 520 203 317 270 000 | ELE CMPED-D LWLL WORKERS COMP                | 0.00      | 38.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 203 317 280 000 | ELE CMPED-D LWLL UNEMPLOYMNT COMP            | 0.00      | 13.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 140 000 | CMPED LWLL KGR INDIV INSTR - SALARY-LIC      | 84,141.23 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 145 000 | CMPED LWLL KGR INDIV INSTR - SUB TEACHER-    | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 210 000 | CMPED LWLL KGR INDIV INSTR - FICA/MEDICARE   | 6,514.90  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 218 000 | CMPED LWLL KGR INDIV INSTR - TRA             | 6,923.88  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 220 000 | CMPED LWLL KGR INDIV INSTR - HEALTH INS      | 21,703.88 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 230 000 | CMPED LWLL KGR INDIV INSTR - LIFE INS        | 174.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 235 000 | CMPED LWLL KGR INDIV INSTR - DENTAL INS      | 546.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 240 000 | CMPED LWLL KGR INDIV INSTR - LTD INS         | 161.95    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 251 000 | CMPED LWLL KGR INDIV INSTR - HRA             | 7,838.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 270 000 | CMPED LWLL KGR INDIV INSTR - WORKERS COMP    | 499.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 275 317 280 000 | CMPED LWLL KGR INDIV INSTR - UNEMPLOY        | 50.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 140 000 | CMPED LWLL ELEM INDIV INSTR - SALARY-LIC     | 5,125.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 145 000 | CMPED LWLL ELEM INDIV INSTR - SUB TEACHER-   | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 185 000 | CMPED LWLL ELEM INDIV INSTR - STIPEND - CERT | 4,100.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 210 000 | CMPED LWLL ELEM INDIV INSTR - FICA/MEDICARE  | 863.05    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 214 000 | CMPED LWLL ELEM INDIV INSTR - PERA           | 384.38    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 218 000 | CMPED LWLL ELEM INDIV INSTR - TRA            | 500.20    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 220 000 | CMPED LWLL ELEM INDIV INSTR - HEALTH INS     | 8,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 230 000 | CMPED LWLL ELEM INDIV INSTR - LIFE INS       | 150.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 235 000 | CMPED LWLL ELEM INDIV INSTR - DENTAL INS     | 409.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 240 000 | CMPED LWLL ELEM INDIV INSTR - LTD INS        | 10.25     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 251 000 | CMPED LWLL ELEM INDIV INSTR - HRA            | 3,000.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 270 000 | CMPED LWLL ELEM INDIV INSTR - WORKERS        | 38.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 520 276 317 280 000 | CMPED LWLL ELEM INDIV INSTR - UNEMPLOY       | 13.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 140 000 | ELE CMPED LWLL SI SALARY-LIC TCHR            | 0.00      | 13,222.50 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 210 000 | ELE CMPED LWLL SI FICA                       | 0.00      | 1,011.68  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 218 000 | ELE CMPED LWLL SI TRA                        | 0.00      | 1,075.23  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 220 000 | ELE CMPED LWLL SI HLTH INS                   | 0.00      | 571.38    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 240 000 | ELE CMPED LWLL SI LTD INS                    | 0.00      | 25.63     | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| Account                  | Account Description                         | Debit      | Credit     | Post Date  | Created By           | Batch    |
|--------------------------|---|------------|------------|------------|----------------------|----------|
| 01 E 521 203 317 270 000 | ELE CMPED LWLL SI WORKERS COMP              | 0.00       | 77.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 203 317 280 000 | ELE CMPED LWLL SI UNEMPLOYMENT COMP         | 0.00       | 8.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 140 000 | CMPED LWLL SI ELEM INDIV INSTR - SALARY-LIC | 13,222.50  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 210 000 | CMPED LWLL SI ELEM INDIV INSTR -            | 1,011.68   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 218 000 | CMPED LWLL SI ELEM INDIV INSTR - TRA        | 1,075.23   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 220 000 | CMPED LWLL SI ELEM INDIV INSTR - HEALTH INS | 571.38     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 240 000 | CMPED LWLL SI ELEM INDIV INSTR - LTD INS    | 25.63      | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 270 000 | CMPED LWLL SI ELEM INDIV INSTR - WORKERS    | 77.00      | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 521 276 317 280 000 | CMPED LWLL SI ELEM INDIV INSTR - UNEMPLOY   | 8.00       | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 140 000 | ELE CMPED-D LMAC SALARY-LIC TCHR            | 0.00       | 342,126.55 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 143 000 | ELE CMPED-D LMAC LIC INST SUP               | 0.00       | 52,319.08  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 144 000 | ELE CMPED-D LMAC CS, NON-LIC SAL            | 0.00       | 10,706.13  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 145 000 | ELE CMPED-D LMAC SUB TEACHER-LIC            | 0.00       | 5,125.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 210 000 | ELE CMPED-D LMAC FICA/MEDICARE              | 0.00       | 31,464.43  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 214 000 | ELE CMPED-D LMAC PENS NCRT PERA             | 0.00       | 879.45     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 218 000 | ELE CMPED-D LMAC PENS CERT TRA              | 0.00       | 32,485.33  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 220 000 | ELE CMPED-D LMAC HLTH INS PRIMARY           | 0.00       | 75,996.75  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 230 000 | ELE CMPED-D LMAC LIFE INSURANCE             | 0.00       | 550.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 235 000 | ELE CMPED-D LMAC DENTAL INSURANCE           | 0.00       | 1,500.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 240 000 | ELE CMPED-D LMAC LTD INSURANCE              | 0.00       | 780.03     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 251 000 | ELE CMPED-D LMAC HRA PLAN                   | 0.00       | 18,326.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 270 000 | ELE CMPED-D LMAC WORKERS COMP               | 0.00       | 2,408.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 203 317 280 000 | ELE CMPED-D LMAC UNEMPLOYMNT COMP           | 0.00       | 2,408.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 140 000 | CMPED LMAC ELEM INDIV INSTR - SALARY-LIC    | 342,126.55 | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 143 000 | CMPED LMAC ELEM INDIV INSTR - LIC INSTR     | 52,319.08  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 144 000 | CMPED LMAC ELEM INDIV INSTR - NON-LIC INSTR | 10,706.13  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 145 000 | CMPED LMAC ELEM INDIV INSTR - SUB TEACHER-  | 5,125.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 210 000 | CMPED LMAC ELEM INDIV INSTR - FICA/MEDICARE | 31,464.43  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 214 000 | CMPED LMAC ELEM INDIV INSTR - PERA          | 879.45     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 218 000 | CMPED LMAC ELEM INDIV INSTR - TRA           | 32,485.33  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 525 276 317 220 000 | CMPED LMAC ELEM INDIV INSTR - HEALTH INS    | 75,996.75  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>               | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 525 276 317 230 000 | CMPED LMAC ELEM INDIV INSTR - LIFE INS   | 550.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 525 276 317 235 000 | CMPED LMAC ELEM INDIV INSTR - DENTAL INS | 1,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 525 276 317 240 000 | CMPED LMAC ELEM INDIV INSTR - LTD INS    | 780.03       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 525 276 317 251 000 | CMPED LMAC ELEM INDIV INSTR - HRA        | 18,326.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 525 276 317 270 000 | CMPED LMAC ELEM INDIV INSTR - WORKERS    | 2,408.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 525 276 317 280 000 | CMPED LMAC ELEM INDIV INSTR - UNEMPLOY   | 2,408.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 140 000 | CMPED-D K MWLK SALARY-LIC TCHR           | 0.00         | 173,667.80    | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 145 000 | CMPED-D K MWLK SUB TEACHER-LIC           | 0.00         | 2,050.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 210 000 | CMPED-D K MWLK FICA/MEDICARE             | 0.00         | 13,442.88     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 218 000 | CMPED-D K MWLK PENS CERT TRA             | 0.00         | 14,285.43     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 220 000 | CMPED-D K MWLK HLTH INS PRIMARY          | 0.00         | 43,429.16     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 230 000 | CMPED-D K MWLK LIFE INSURANCE            | 0.00         | 261.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 235 000 | CMPED-D K MWLK DENTAL INSURANCE          | 0.00         | 819.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 240 000 | CMPED-D K MWLK LTD INSURANCE             | 0.00         | 334.15        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 251 000 | CMPED-D K MWLK HRA PLAN                  | 0.00         | 10,472.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 270 000 | CMPED-D K MWLK WORKERS COMP              | 0.00         | 1,029.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 201 317 280 000 | CMPED-D K MWLK UNEMPLOYMNT COMP          | 0.00         | 103.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 140 000 | ELE CMPED-D MWKN SALARY-LIC TCHR         | 0.00         | 221,400.00    | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 141 000 | ELE CMPED-D MWKN SALARY-NON LICEN        | 0.00         | 65,600.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 145 000 | ELE CMPED-D MWKN SUB TEACHER-LIC         | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 210 000 | ELE CMPED-D MWKN FICA/MEDICARE           | 0.00         | 18,897.93     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 214 000 | ELE CMPED-D MWKN PENS NCRT PERA          | 0.00         | 4,920.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 218 000 | ELE CMPED-D MWKN PENS CERT TRA           | 0.00         | 14,749.75     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 220 000 | ELE CMPED-D MWKN HLTH INS PRIMARY        | 0.00         | 109,482.40    | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 230 000 | ELE CMPED-D MWKN LIFE INSURANCE          | 0.00         | 800.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 235 000 | ELE CMPED-D MWKN DENTAL INSURANCE        | 0.00         | 2,183.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 240 000 | ELE CMPED-D MWKN LTD INSURANCE           | 0.00         | 469.45        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 251 000 | ELE CMPED-D MWKN HRA PLAN                | 0.00         | 24,000.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 270 000 | ELE CMPED-D MWKN WORKERS COMP            | 0.00         | 1,446.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 203 317 280 000 | ELE CMPED-D MWKN UNEMPLOYMNT COMP        | 0.00         | 145.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 140 000 | CMPED MWLK KGR INDIV INSTR - SALARY-LIC  | 173,667.80   | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 540 275 317 145 000 | CMPED MWLK KGR INDIV INSTR - SUB TEACHER-  | 2,050.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 210 000 | CMPED MWLK KGR INDIV INSTR - FICA/MEDICARE | 13,442.88    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 218 000 | CMPED MWLK KGR INDIV INSTR - TRA           | 14,285.43    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 220 000 | CMPED MWLK KGR INDIV INSTR - HEALTH INS    | 43,429.16    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 230 000 | CMPED MWLK KGR INDIV INSTR - LIFE INS      | 261.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 235 000 | CMPED MWLK KGR INDIV INSTR - DENTAL INS    | 819.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 240 000 | CMPED MWLK KGR INDIV INSTR - LTD INS       | 334.15       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 251 000 | CMPED MWLK KGR INDIV INSTR - HRA           | 10,472.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 270 000 | CMPED MWLK KGR INDIV INSTR - WORKERS       | 1,029.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 275 317 280 000 | CMPED MWLK KGR INDIV INSTR - UNEMPLOY      | 103.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 140 000 | CMPED MWLK ELEM INDIV INSTR - SALARY-LIC   | 221,400.00   | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 141 000 | CMPED MWLK ELEM INDIV INSTR - EDUC ASST-   | 65,600.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 145 000 | CMPED MWLK ELEM INDIV INSTR - SUB TEACHER- | 1,025.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 210 000 | CMPED MWLK ELEM INDIV INSTR -              | 18,897.93    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 214 000 | CMPED MWLK ELEM INDIV INSTR - PERA         | 4,920.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 218 000 | CMPED MWLK ELEM INDIV INSTR - TRA          | 14,749.75    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 220 000 | CMPED MWLK ELEM INDIV INSTR - HEALTH INS   | 109,482.40   | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 230 000 | CMPED MWLK ELEM INDIV INSTR - LIFE INS     | 800.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 235 000 | CMPED MWLK ELEM INDIV INSTR - DENTAL INS   | 2,183.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 240 000 | CMPED MWLK ELEM INDIV INSTR - LTD INS      | 469.45       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 251 000 | CMPED MWLK ELEM INDIV INSTR - HRA          | 24,000.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 270 000 | CMPED MWLK ELEM INDIV INSTR - WORKERS      | 1,446.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 540 276 317 280 000 | CMPED MWLK ELEM INDIV INSTR - UNEMPLOY     | 145.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 140 000 | KGR CMPED-D PDMT SALARY-LIC TCHR           | 0.00         | 103,012.50    | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 145 000 | KGR CMPED-D PDMT SUB TEACHER-LIC           | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 210 000 | KGR CMPED-D PDMT FICA/MEDICARE             | 0.00         | 7,959.13      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 218 000 | KGR CMPED-D PDMT PENS CERT TRA             | 0.00         | 8,458.30      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 220 000 | KGR CMPED-D PDMT HLTH INS PRIMARY          | 0.00         | 32,578.29     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 230 000 | KGR CMPED-D PDMT LIFE INSURANCE            | 0.00         | 174.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 235 000 | KGR CMPED-D PDMT DENTAL INSURANCE          | 0.00         | 546.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 550 201 317 240 000 | KGR CMPED-D PDMT LTD INSURANCE             | 0.00         | 197.83        | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| Account                  | Account Description                        | Debit      | Credit     | Post Date  | Created By           | Batch    |
|--------------------------|--|------------|------------|------------|----------------------|----------|
| 01 E 550 201 317 251 000 | KGR CMPED-D PDMT HRA PLAN                  | 0.00       | 7,854.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 201 317 270 000 | KGR CMPED-D PDMT WORKERS COMP              | 0.00       | 609.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 201 317 280 000 | KGR CMPED-D PDMT UNEMPLOYMNT COMP          | 0.00       | 61.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 140 000 | ELE CMPED-D PDMT SALARY-LIC TCHR           | 0.00       | 257,388.78 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 145 000 | ELE CMPED-D PDMT SUB TEACHER-LIC           | 0.00       | 512.50     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 146 000 | ELE CMPED-D PDMT SUB NON-LIC.CLAS          | 0.00       | 205.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 185 000 | ELE CMPED-D PDMT STPD SAL-LIC/CRT          | 0.00       | 512.50     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 186 000 | ELE CMPED-D PDMT OVERTIME,SHIFT            | 0.00       | 102.50     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 210 000 | ELE CMPED-D PDMT FICA/MEDICARE             | 0.00       | 20,380.08  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 214 000 | ELE CMPED-D PDMT PENS NCRT PERA            | 0.00       | 584.25     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 218 000 | ELE CMPED-D PDMT PENS CERT TRA             | 0.00       | 20,466.18  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 220 000 | ELE CMPED-D PDMT HLTH INS PRIMARY          | 0.00       | 88,954.45  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 230 000 | ELE CMPED-D PDMT LIFE INSURANCE            | 0.00       | 500.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 235 000 | ELE CMPED-D PDMT DENTAL INSURANCE          | 0.00       | 1,606.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 240 000 | ELE CMPED-D PDMT LTD INSURANCE             | 0.00       | 506.35     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 251 000 | ELE CMPED-D PDMT HRA PLAN                  | 0.00       | 19,500.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 270 000 | ELE CMPED-D PDMT WORKERS COMP              | 0.00       | 1,968.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 203 317 280 000 | ELE CMPED-D PDMT UNEMPLOYMNT COMP          | 0.00       | 650.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 140 000 | CMPED PDMT KGR INDIV INSTR - SALARY-LIC    | 103,012.50 | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 145 000 | CMPED PDMT KGR INDIV INSTR - SUB TEACHER-  | 1,025.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 210 000 | CMPED PDMT KGR INDIV INSTR - FICA/MEDICARE | 7,959.13   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 218 000 | CMPED PDMT KGR INDIV INSTR - TRA           | 8,458.30   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 220 000 | CMPED PDMT KGR INDIV INSTR - HEALTH INS    | 32,578.29  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 230 000 | CMPED PDMT KGR INDIV INSTR - LIFE INS      | 174.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 235 000 | CMPED PDMT KGR INDIV INSTR - DENTAL INS    | 546.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 240 000 | CMPED PDMT KGR INDIV INSTR - LTD INS       | 197.83     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 251 000 | CMPED PDMT KGR INDIV INSTR - HRA           | 7,854.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 270 000 | CMPED PDMT KGR INDIV INSTR - WORKERS       | 609.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 275 317 280 000 | CMPED PDMT KGR INDIV INSTR - UNEMPLOY      | 61.00      | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 140 000 | CMPED PDMT ELEM INDIV INSTR - SALARY-LIC   | 257,388.78 | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 145 000 | CMPED PDMT ELEM INDIV INSTR - SUB TEACHER- | 512.50     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |

Budget Changes Report

Duluth Public Schools ISD #709

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| Account                  | Account Description                         | Debit      | Credit     | Post Date  | Created By           | Batch    |
|--------------------------|---|------------|------------|------------|----------------------|----------|
| 01 E 550 276 317 146 000 | CMPED PDMT ELEM INDIV INSTR - SUB NON-LIC   | 205.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 185 000 | CMPED PDMT ELEM INDIV INSTR - STIPEND -     | 512.50     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 186 000 | CMPED PDMT ELEM INDIV INSTR - STIPEND -     | 102.50     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 210 000 | CMPED PDMT ELEM INDIV INSTR - FICA/MEDICARE | 20,380.08  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 214 000 | CMPED PDMT ELEM INDIV INSTR - PERA          | 584.25     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 218 000 | CMPED PDMT ELEM INDIV INSTR - TRA           | 20,466.18  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 220 000 | CMPED PDMT ELEM INDIV INSTR - HEALTH INS    | 88,954.45  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 230 000 | CMPED PDMT ELEM INDIV INSTR - LIFE INS      | 500.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 235 000 | CMPED PDMT ELEM INDIV INSTR - DENTAL INS    | 1,606.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 240 000 | CMPED PDMT ELEM INDIV INSTR - LTD INS       | 506.35     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 251 000 | CMPED PDMT ELEM INDIV INSTR - HRA           | 19,500.00  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 270 000 | CMPED PDMT ELEM INDIV INSTR - WORKERS       | 1,968.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 550 276 317 280 000 | CMPED PDMT ELEM INDIV INSTR - UNEMPLOY      | 650.00     | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 140 000 | ELE CMPED-D STOW SALARY-LIC TCHR            | 0.00       | 194,382.03 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 143 000 | ELE CMPED-D STOW LIC INST SUP               | 0.00       | 15,065.45  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 145 000 | ELE CMPED-D STOW SUB TEACHER-LIC            | 0.00       | 5,125.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 210 000 | ELE CMPED-D STOW FICA/MEDICARE              | 0.00       | 16,414.35  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 218 000 | ELE CMPED-D STOW PENS CERT TRA              | 0.00       | 17,444.48  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 220 000 | ELE CMPED-D STOW HLTH INS PRIMARY           | 0.00       | 43,429.16  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 230 000 | ELE CMPED-D STOW LIFE INSURANCE             | 0.00       | 261.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 235 000 | ELE CMPED-D STOW DENTAL INSURANCE           | 0.00       | 819.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 240 000 | ELE CMPED-D STOW LTD INSURANCE              | 0.00       | 407.95     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 251 000 | ELE CMPED-D STOW HRA PLAN                   | 0.00       | 10,472.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 270 000 | ELE CMPED-D STOW WORKERS COMP               | 0.00       | 1,256.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 203 317 280 000 | ELE CMPED-D STOW UNEMPLOYMNT COMP           | 0.00       | 1,256.00   | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 140 000 | CMPED STOW ELEM INDIV INSTR - SALARY-LIC    | 194,382.03 | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 143 000 | CMPED STOW ELEM INDIV INSTR - LIC INSTR     | 15,065.45  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 145 000 | CMPED STOW ELEM INDIV INSTR - SUB TEACHER-  | 5,125.00   | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 210 000 | CMPED STOW ELEM INDIV INSTR -               | 16,414.35  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 218 000 | CMPED STOW ELEM INDIV INSTR - TRA           | 17,444.48  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 565 276 317 220 000 | CMPED STOW ELEM INDIV INSTR - HEALTH INS    | 43,429.16  | 0.00       | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                  | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 565 276 317 230 000 | CMPED STOW ELEM INDIV INSTR - LIFE INS      | 261.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 565 276 317 235 000 | CMPED STOW ELEM INDIV INSTR - DENTAL INS    | 819.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 565 276 317 240 000 | CMPED STOW ELEM INDIV INSTR - LTD INS       | 407.95       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 565 276 317 251 000 | CMPED STOW ELEM INDIV INSTR - HRA           | 10,472.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 565 276 317 270 000 | CMPED STOW ELEM INDIV INSTR - WORKERS       | 1,256.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 565 276 317 280 000 | CMPED STOW ELEM INDIV INSTR - UNEMPLOY      | 1,256.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 140 000 | ELEM CMPED-DCHCK SALARY-LIC TCHR            | 0.00         | 48,582.95     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 143 000 | ELEM CMPED-DCHCK LIC INST SUP               | 0.00         | 63,101.05     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 145 000 | ELEM CMPED-DCHCK SUB TEACHER-LIC            | 0.00         | 102.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 185 000 | ELEM CMPED-DCHCK STPD SAL-LIC/CRT           | 0.00         | 102.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 186 000 | ELEM CMPED-DCHCK EXT YR NONCERT             | 0.00         | 102.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 210 000 | ELEM CMPED-DCHCK FICA/MEDICARE              | 0.00         | 8,566.95      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 214 000 | ELEM CMPED-DCHCK PENS NCRT PERA             | 0.00         | 8.20          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 218 000 | ELEM CMPED-DCHCK PENS CERT TRA              | 0.00         | 9,096.88      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 220 000 | ELEM CMPED-DCHCK HLTH INS PRIMARY           | 0.00         | 15,836.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 230 000 | ELEM CMPED-DCHCK LIFE INSURANCE             | 0.00         | 80.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 235 000 | ELEM CMPED-DCHCK DENTAL INSURANCE           | 0.00         | 218.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 240 000 | ELEM CMPED-DCHCK LTD INSURANCE              | 0.00         | 212.18        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 251 000 | ELEM CMPED-DCHCK HRA PLAN                   | 0.00         | 2,094.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 270 000 | ELEM CMPED-DCHCK WORKERS COMP               | 0.00         | 656.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 203 317 280 000 | ELEM CMPED-DCHCK UNEMPLOYMNT COMP           | 0.00         | 66.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 140 000 | CMPED CHCK ELEM INDIV INSTR - SALARY-LIC    | 48,582.95    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 143 000 | CMPED CHCK ELEM INDIV INSTR - LIC INSTR     | 63,101.05    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 145 000 | CMPED CHCK ELEM INDIV INSTR - SUB TEACHER-  | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 185 000 | CMPED CHCK ELEM INDIV INSTR - STIPEND -     | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 186 000 | CMPED CHCK ELEM INDIV INSTR - STIPEND -     | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 210 000 | CMPED CHCK ELEM INDIV INSTR - FICA/MEDICARE | 8,566.95     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 214 000 | CMPED CHCK ELEM INDIV INSTR - PERA          | 8.20         | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 218 000 | CMPED CHCK ELEM INDIV INSTR - TRA           | 9,096.88     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 220 000 | CMPED CHCK ELEM INDIV INSTR - HEALTH INS    | 15,836.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 575 276 317 230 000 | CMPED CHCK ELEM INDIV INSTR - LIFE INS      | 80.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

Budget Changes Report

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| Account                  | Account Description                      | Debit    | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|--|----------|-----------|------------|----------------------|----------|
| 01 E 575 276 317 235 000 | CMPED CHCK ELEM INDIV INSTR - DENTAL INS | 218.00   | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 575 276 317 240 000 | CMPED CHCK ELEM INDIV INSTR - LTD INS    | 212.18   | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 575 276 317 251 000 | CMPED CHCK ELEM INDIV INSTR - HRA        | 2,094.00 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 575 276 317 270 000 | CMPED CHCK ELEM INDIV INSTR - WORKERS    | 656.00   | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 575 276 317 280 000 | CMPED CHCK ELEM INDIV INSTR - UNEMPLOY   | 66.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 143 000 | CMPED-DROCK LIC INST SUP                 | 0.00     | 53,825.83 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 145 000 | CMPED-DROCK SUB TEACHER-LIC              | 0.00     | 512.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 210 000 | CMPED-DROCK FICA/MEDICARE                | 0.00     | 4,156.38  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 218 000 | CMPED-DROCK PENS CERT TRA                | 0.00     | 4,417.75  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 220 000 | CMPED-DROCK HLTH INS PRIMARY             | 0.00     | 15,208.98 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 230 000 | CMPED-DROCK LIFE INSURANCE               | 0.00     | 61.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 235 000 | CMPED-DROCK DENTAL INSURANCE             | 0.00     | 191.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 240 000 | CMPED-DROCK LTD INSURANCE                | 0.00     | 102.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 251 000 | CMPED-DROCK HRA PLAN                     | 0.00     | 3,665.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 270 000 | CMPED-DROCK WORKERS COMP                 | 0.00     | 318.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 280 000 | CMPED-DROCK UNEMPLOYMNT COMP             | 0.00     | 32.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 211 317 366 000 | CMPED-DROCK MILEAGE                      | 0.00     | 1,100.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 140 000 | ART CMPED-DROCK SALARY-LIC TCHR          | 0.00     | 12,931.40 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 145 000 | ART CMPED-DROCK SUB TEACHER-LIC          | 0.00     | 205.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 210 000 | ART CMPED-DROCK FICA/MEDICARE            | 0.00     | 1,004.50  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 218 000 | ART CMPED-DROCK PENS CERT TRA            | 0.00     | 1,068.05  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 220 000 | ART CMPED-DROCK HLTH INS PRIMARY         | 0.00     | 2,169.96  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 230 000 | ART CMPED-DROCK LIFE INSURANCE           | 0.00     | 17.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 235 000 | ART CMPED-DROCK DENTAL INSURANCE         | 0.00     | 55.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 240 000 | ART CMPED-DROCK LTD INSURANCE            | 0.00     | 24.60     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 251 000 | ART CMPED-DROCK HRA PLAN                 | 0.00     | 523.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 270 000 | ART CMPED-DROCK WORKERS COMP             | 0.00     | 77.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 212 317 280 000 | ART CMPED-DROCK UNEMPLOYMNT COMP         | 0.00     | 8.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 256 317 140 000 | MTH CMPED-DROCK SALARY-LIC TCHR          | 0.00     | 46,316.68 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 256 317 145 000 | MTH CMPED-DROCK SUB TEACHER-LIC          | 0.00     | 1,025.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 580 256 317 210 000 | MTH CMPED-DROCK FICA/MEDICARE            | 0.00     | 3,621.33  | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 580 256 317 218 000 | MTH CMPED-DROCK PENS CERT TRA             | 0.00         | 3,848.88      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 220 000 | MTH CMPED-DROCK HLTH INS PRIMARY          | 0.00         | 10,850.87     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 230 000 | MTH CMPED-DROCK LIFE INSURANCE            | 0.00         | 87.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 235 000 | MTH CMPED-DROCK DENTAL INSURANCE          | 0.00         | 273.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 240 000 | MTH CMPED-DROCK LTD INSURANCE             | 0.00         | 90.20         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 251 000 | MTH CMPED-DROCK HRA PLAN                  | 0.00         | 2,613.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 270 000 | MTH CMPED-DROCK WORKERS COMP              | 0.00         | 277.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 256 317 280 000 | MTH CMPED-DROCK UNEMPLOYMNT COMP          | 0.00         | 28.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 140 000 | CMPED ROCK REMEDIAL MATH - SALARY-LIC     | 46,316.68    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 145 000 | CMPED ROCK REMEDIAL MATH - SUB TEACHER-   | 1,025.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 210 000 | CMPED ROCK REMEDIAL MATH - FICA/MEDICARE  | 3,621.33     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 218 000 | CMPED ROCK REMEDIAL MATH - TRA            | 3,848.88     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 220 000 | CMPED ROCK REMEDIAL MATH - HEALTH INS     | 10,850.87    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 230 000 | CMPED ROCK REMEDIAL MATH - LIFE INS       | 87.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 235 000 | CMPED ROCK REMEDIAL MATH - DENTAL INS     | 273.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 240 000 | CMPED ROCK REMEDIAL MATH - LTD INS        | 90.20        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 251 000 | CMPED ROCK REMEDIAL MATH - HRA            | 2,613.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 270 000 | CMPED ROCK REMEDIAL MATH - WORKERS COMP   | 277.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 272 317 280 000 | CMPED ROCK REMEDIAL MATH - UNEMPLOY       | 28.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 140 000 | CMPED ROCK REMEDIAL OTHER - SALARY-LIC    | 12,931.40    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 145 000 | CMPED ROCK REMEDIAL OTHER - SUB TEACHER-  | 205.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 210 000 | CMPED ROCK REMEDIAL OTHER - FICA/MEDICARE | 1,004.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 218 000 | CMPED ROCK REMEDIAL OTHER - TRA           | 1,068.05     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 220 000 | CMPED ROCK REMEDIAL OTHER - HEALTH INS    | 2,169.96     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 230 000 | CMPED ROCK REMEDIAL OTHER - LIFE INS      | 17.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 235 000 | CMPED ROCK REMEDIAL OTHER - DENTAL INS    | 55.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 240 000 | CMPED ROCK REMEDIAL OTHER - LTD INS       | 24.60        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 251 000 | CMPED ROCK REMEDIAL OTHER - HRA           | 523.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 270 000 | CMPED ROCK REMEDIAL OTHER - WORKERS       | 77.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 273 317 280 000 | CMPED ROCK REMEDIAL OTHER - UNEMPLOY      | 8.00         | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 143 000 | CMPED ROCK SECD INDIV INSTR - LIC INSTR   | 53,825.83    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 580 277 317 145 000 | CMPED ROCK SECD INDIV INSTR - SUB TEACHER- | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 210 000 | CMPED ROCK SECD INDIV INSTR -              | 4,156.38     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 218 000 | CMPED ROCK SECD INDIV INSTR - TRA          | 4,417.75     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 220 000 | CMPED ROCK SECD INDIV INSTR - HEALTH INS   | 15,208.98    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 230 000 | CMPED ROCK SECD INDIV INSTR - LIFE INS     | 61.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 235 000 | CMPED ROCK SECD INDIV INSTR - DENTAL INS   | 191.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 240 000 | CMPED ROCK SECD INDIV INSTR - LTD INS      | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 251 000 | CMPED ROCK SECD INDIV INSTR - HRA          | 3,665.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 270 000 | CMPED ROCK SECD INDIV INSTR - WORKERS      | 318.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 280 000 | CMPED ROCK SECD INDIV INSTR - UNEMPLOY     | 32.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 580 277 317 366 000 | CMPED ROCK SECD INDIV INSTR -              | 1,100.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 140 000 | CMPED-D ARTS AJC SALARY-LIC TCHR           | 0.00         | 28,237.73     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 145 000 | CMPED-D ARTS AJC SUB TEACHER-LIC           | 0.00         | 256.25        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 210 000 | CMPED-D ARTS AJC FICA/MEDICARE             | 0.00         | 2,180.18      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 218 000 | CMPED-D ARTS AJC PENS CERT TRA             | 0.00         | 2,316.50      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 220 000 | CMPED-D ARTS AJC HLTH INS PRIMARY          | 0.00         | 21,849.40     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 230 000 | CMPED-D ARTS AJC LIFE INSURANCE            | 0.00         | 87.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 235 000 | CMPED-D ARTS AJC DENTAL INSURANCE          | 0.00         | 273.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 240 000 | CMPED-D ARTS AJC LTD INSURANCE             | 0.00         | 54.33         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 251 000 | CMPED-D ARTS AJC HRA PLAN                  | 0.00         | 5,225.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 270 000 | CMPED-D ARTS AJC WORKERS COMP              | 0.00         | 167.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 212 317 280 000 | CMPED-D ARTS AJC UNEMPLOYMNT COMP          | 0.00         | 17.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 140 000 | CMPED AJC REMEDIAL OTHER - SALARY-LIC      | 28,237.73    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 145 000 | CMPED AJC REMEDIAL OTHER - SUB TEACHER-    | 256.25       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 210 000 | CMPED AJC REMEDIAL OTHER - FICA/MEDICARE   | 2,180.18     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 218 000 | CMPED AJC REMEDIAL OTHER - TRA             | 2,316.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 220 000 | CMPED AJC REMEDIAL OTHER - HEALTH INS      | 21,849.40    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 230 000 | CMPED AJC REMEDIAL OTHER - LIFE INS        | 87.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 235 000 | CMPED AJC REMEDIAL OTHER - DENTAL INS      | 273.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 240 000 | CMPED AJC REMEDIAL OTHER - LTD INS         | 54.33        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 251 000 | CMPED AJC REMEDIAL OTHER - HRA             | 5,225.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| <b>Account</b>           | <b>Account Description</b>               | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 605 273 317 270 000 | COMPED AJC REMEDIAL OTHER - WORKERS COMP | 167.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 605 273 317 280 000 | COMPED AJC REMEDIAL OTHER - UNEMPLOY     | 17.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 140 000 | COMPED ALC SALARY-LIC TCHR               | 0.00         | 16,402.05     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 141 000 | COMPED ALC SALARY-NON LIC                | 0.00         | 20,720.38     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 145 000 | SEC COMPED-D ALC SUB TEACHER-LIC         | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 210 000 | COMPED ALC FICA/MEDICARE                 | 0.00         | 2,918.18      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 214 000 | COMPED ALC PERA                          | 0.00         | 1,553.90      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 218 000 | SEC COMPED-D ALC PENS CERT TRA           | 0.00         | 3,021.70      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 220 000 | COMPED ALC HLTH INS PRIMARY              | 0.00         | 10,165.00     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 230 000 | COMPED ALC LIFE INSURANCE                | 0.00         | 61.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 235 000 | COMPED ALC DENTAL INSURANCE              | 0.00         | 191.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 240 000 | COMPED ALC LTD INSURANCE                 | 0.00         | 72.78         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 251 000 | COMPED ALC HRA PLAN                      | 0.00         | 2,743.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 270 000 | COMPED ALC WORKERS COMP                  | 0.00         | 223.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 211 317 280 000 | COMPED ALC UNEMPLOYMENT COMP             | 0.00         | 22.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 140 000 | ENG COMPED ALC SALARY-LIC TCHR           | 0.00         | 88,341.68     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 145 000 | ENG COMPED ALC SUB TEACHER-LIC           | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 210 000 | ENG COMPED ALC FICA/MEDICARE             | 0.00         | 6,836.75      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 218 000 | ENG COMPED ALC PENS CERT TRA             | 0.00         | 7,265.20      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 220 000 | ENG COMPED ALC HLTH INS PRIMARY          | 0.00         | 15,956.91     | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 230 000 | ENG COMPED ALC LIFE INSURANCE            | 0.00         | 96.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 235 000 | ENG COMPED ALC DENTAL INSURANCE          | 0.00         | 300.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 240 000 | ENG COMPED ALC LTD INSURANCE             | 0.00         | 170.15        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 251 000 | ENG COMPED ALC HRA PLAN                  | 0.00         | 4,310.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 270 000 | ENG COMPED ALC WORKERS COMP              | 0.00         | 523.00        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 220 317 280 000 | ENG COMPED ALC UNEMPLOYMNT COMP          | 0.00         | 52.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 230 317 140 000 | FL COMPED ALC SALARY-LIC TCHR            | 0.00         | 9,714.95      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 230 317 145 000 | FL COMPED ALC SUB TEACHER-LIC            | 0.00         | 102.50        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 230 317 210 000 | FL COMPED ALC FICA/MEDICARE              | 0.00         | 751.33        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 230 317 218 000 | FL COMPED ALC PENS CERT TRA              | 0.00         | 798.48        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 230 317 220 000 | FL COMPED ALC HLTH INS PRIMARY           | 0.00         | 2,900.77      | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

Duluth Public Schools ISD #709

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| Account                  | Account Description             | Debit | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|---------------------------------|-------|-----------|------------|----------------------|----------|
| 01 E 611 230 317 230 000 | FL CMPED ALC LIFE INSURANCE     | 0.00  | 17.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 230 317 235 000 | FL CMPED ALC DENTAL INSURANCE   | 0.00  | 55.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 230 317 240 000 | FL CMPED ALC LTD INSURANCE      | 0.00  | 18.45     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 230 317 251 000 | FL CMPED ALC HRA PLAN           | 0.00  | 784.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 230 317 270 000 | FL CMPED ALC WORKERS COMP       | 0.00  | 57.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 230 317 280 000 | FL CMPED ALC UNEMPLOYMNT COMP   | 0.00  | 6.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 140 000 | HLTH CMPED ALC SALARY-LIC TCHR  | 0.00  | 12,931.40 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 145 000 | HLTH CMPED ALC SUB TEACHER-LIC  | 0.00  | 102.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 210 000 | HLTH CMPED ALC FICA/MEDICARE    | 0.00  | 997.33    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 218 000 | HLTH CMPED ALC PENS CERT TRA    | 0.00  | 1,059.85  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 220 000 | HLTH CMPED ALC HLTH INS PRIMARY | 0.00  | 2,900.77  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 230 000 | HLTH CMPED ALC LIFE INSURANCE   | 0.00  | 17.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 235 000 | HLTH CMPED ALC DENTAL INSURANCE | 0.00  | 55.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 240 000 | HLTH CMPED ALC LTD INSURANCE    | 0.00  | 24.60     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 251 000 | HLTH CMPED ALC HRA PLAN         | 0.00  | 784.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 270 000 | HLTH CMPED ALC WORKERS COMP     | 0.00  | 76.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 240 317 280 000 | HLTH CMPED ALC UNEMPLOYMNT COMP | 0.00  | 8.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 140 000 | MATH CMPED ALC SALARY-LIC TCHR  | 0.00  | 10,887.55 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 143 000 | MATH CMPED ALC LIC INST SUP     | 0.00  | 16,338.50 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 145 000 | MATH CMPED ALC SUB TEACHER-LIC  | 0.00  | 512.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 210 000 | MATH CMPED ALC FICA/MEDICARE    | 0.00  | 2,121.75  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 218 000 | MATH CMPED ALC PENS CERT TRA    | 0.00  | 2,255.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 220 000 | MATH CMPED ALC HLTH INS PRIMARY | 0.00  | 8,703.38  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 230 000 | MATH CMPED ALC LIFE INSURANCE   | 0.00  | 52.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 235 000 | MATH CMPED ALC DENTAL INSURANCE | 0.00  | 164.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 240 000 | MATH CMPED ALC LTD INSURANCE    | 0.00  | 52.28     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 251 000 | MATH CMPED ALC HRA PLAN         | 0.00  | 2,351.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 270 000 | MATH CMPED ALC WORKERS COMP     | 0.00  | 162.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 256 317 280 000 | MATH CMPED ALC UNEMPLOYMNT COMP | 0.00  | 16.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 140 000 | SCI CMPED ALC SALARY-LIC TCHR   | 0.00  | 17,737.63 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 145 000 | SCI CMPED ALC SUB TEACHER-LIC   | 0.00  | 205.00    | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

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| Account                  | Account Description                       | Debit     | Credit    | Post Date  | Created By           | Batch    |
|--------------------------|---|-----------|-----------|------------|----------------------|----------|
| 01 E 611 260 317 210 000 | SCI CMPED ALC FICA/MEDICARE               | 0.00      | 1,372.48  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 218 000 | SCI CMPED ALC PENS CERT TRA               | 0.00      | 1,458.58  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 220 000 | SCI CMPED ALC HLTH INS PRIMARY            | 0.00      | 5,802.61  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 230 000 | SCI CMPED ALC LIFE INSURANCE              | 0.00      | 35.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 235 000 | SCI CMPED ALC DENTAL INSURANCE            | 0.00      | 109.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 240 000 | SCI CMPED ALC LTD INSURANCE               | 0.00      | 33.83     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 251 000 | SCI CMPED ALC HRA PLAN                    | 0.00      | 1,567.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 270 000 | SCI CMPED ALC WORKERS COMP                | 0.00      | 105.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 260 317 280 000 | SCI CMPED ALC UNEMPLOYMNT COMP            | 0.00      | 11.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 140 000 | SOC SCI C ED ALC SALARY-LIC TCHR          | 0.00      | 61,699.88 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 145 000 | SOC SCI C ED ALC SUB TEACHER-LIC          | 0.00      | 512.50    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 210 000 | SOC SCI C ED ALC FICA/MEDICARE            | 0.00      | 4,759.08  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 218 000 | SOC SCI C ED ALC PENS CERT TRA            | 0.00      | 5,058.38  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 220 000 | SOC SCI C ED ALC HLTH INS PRIMARY         | 0.00      | 13,055.07 | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 230 000 | SOC SCI C ED ALC LIFE INSURANCE           | 0.00      | 78.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 235 000 | SOC SCI C ED ALC DENTAL INSURANCE         | 0.00      | 246.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 240 000 | SOC SCI C ED ALC LTD INSURANCE            | 0.00      | 117.88    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 251 000 | SOC SCI C ED ALC HRA PLAN                 | 0.00      | 3,526.00  | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 270 000 | SOC SCI C ED ALC WORKERS COMP             | 0.00      | 364.00    | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 270 317 280 000 | SOC SCI C ED ALC UNEMPLOYMNT COMP         | 0.00      | 36.00     | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 140 000 | CMPED ALC REMEDIAL READING - SALARY-LIC   | 88,341.68 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 145 000 | CMPED ALC REMEDIAL READING - SUB TEACHER- | 1,025.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 210 000 | CMPED ALC REMEDIAL READING -              | 6,836.75  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 218 000 | CMPED ALC REMEDIAL READING - TRA          | 7,265.20  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 220 000 | CMPED ALC REMEDIAL READING - HEALTH INS   | 15,956.91 | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 230 000 | CMPED ALC REMEDIAL READING - LIFE INS     | 96.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 235 000 | CMPED ALC REMEDIAL READING - DENTAL INS   | 300.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 240 000 | CMPED ALC REMEDIAL READING - LTD INS      | 170.15    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 251 000 | CMPED ALC REMEDIAL READING - HRA          | 4,310.00  | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 270 000 | CMPED ALC REMEDIAL READING - WORKERS      | 523.00    | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |
| 01 E 611 271 317 280 000 | CMPED ALC REMEDIAL READING - UNEMPLOY     | 52.00     | 0.00      | 03/25/2022 | Christopher Peterson | 032522CP |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 611 272 317 140 000 | CMPED ALC REMEDIAL MATH - SALARY-LIC TCHR | 10,887.55    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 143 000 | CMPED ALC REMEDIAL MATH - LIC INSTR       | 16,338.50    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 145 000 | CMPED ALC REMEDIAL MATH - SUB TEACHER-LIC | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 210 000 | CMPED ALC REMEDIAL MATH - FICA/MEDICARE   | 2,121.75     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 218 000 | CMPED ALC REMEDIAL MATH - TRA             | 2,255.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 220 000 | CMPED ALC REMEDIAL MATH - HEALTH INS      | 8,703.38     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 230 000 | CMPED ALC REMEDIAL MATH - LIFE INS        | 52.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 235 000 | CMPED ALC REMEDIAL MATH - DENTAL INS      | 164.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 240 000 | CMPED ALC REMEDIAL MATH - LTD INS         | 52.28        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 251 000 | CMPED ALC REMEDIAL MATH - HRA             | 2,351.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 270 000 | CMPED ALC REMEDIAL MATH - WORKERS COMP    | 162.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 272 317 280 000 | CMPED ALC REMEDIAL MATH - UNEMPLOY COMP   | 16.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 140 000 | CMPED ALC REMEDIAL OTHER - SALARY-LIC     | 61,699.88    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 140 000 | CMPED ALC REMEDIAL OTHER - SALARY-LIC     | 17,737.63    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 140 000 | CMPED ALC REMEDIAL OTHER - SALARY-LIC     | 12,931.40    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 140 000 | CMPED ALC REMEDIAL OTHER - SALARY-LIC     | 9,714.95     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 145 000 | CMPED ALC REMEDIAL OTHER - SUB TEACHER-   | 512.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 145 000 | CMPED ALC REMEDIAL OTHER - SUB TEACHER-   | 205.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 145 000 | CMPED ALC REMEDIAL OTHER - SUB TEACHER-   | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 145 000 | CMPED ALC REMEDIAL OTHER - SUB TEACHER-   | 102.50       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 210 000 | CMPED ALC REMEDIAL OTHER - FICA/MEDICARE  | 4,759.08     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 210 000 | CMPED ALC REMEDIAL OTHER - FICA/MEDICARE  | 1,372.48     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 210 000 | CMPED ALC REMEDIAL OTHER - FICA/MEDICARE  | 997.33       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 210 000 | CMPED ALC REMEDIAL OTHER - FICA/MEDICARE  | 751.33       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 218 000 | CMPED ALC REMEDIAL OTHER - TRA            | 5,058.38     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 218 000 | CMPED ALC REMEDIAL OTHER - TRA            | 1,458.58     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 218 000 | CMPED ALC REMEDIAL OTHER - TRA            | 1,059.85     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 218 000 | CMPED ALC REMEDIAL OTHER - TRA            | 798.48       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 220 000 | CMPED ALC REMEDIAL OTHER - HEALTH INS     | 13,055.07    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 220 000 | CMPED ALC REMEDIAL OTHER - HEALTH INS     | 5,802.61     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 220 000 | CMPED ALC REMEDIAL OTHER - HEALTH INS     | 2,900.77     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 611 273 317 220 000 | CMPED ALC REMEDIAL OTHER - HEALTH INS      | 2,900.77     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 230 000 | CMPED ALC REMEDIAL OTHER - LIFE INS        | 78.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 230 000 | CMPED ALC REMEDIAL OTHER - LIFE INS        | 35.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 230 000 | CMPED ALC REMEDIAL OTHER - LIFE INS        | 17.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 230 000 | CMPED ALC REMEDIAL OTHER - LIFE INS        | 17.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 235 000 | CMPED ALC REMEDIAL OTHER - DENTAL INS      | 246.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 235 000 | CMPED ALC REMEDIAL OTHER - DENTAL INS      | 109.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 235 000 | CMPED ALC REMEDIAL OTHER - DENTAL INS      | 55.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 235 000 | CMPED ALC REMEDIAL OTHER - DENTAL INS      | 55.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 240 000 | CMPED ALC REMEDIAL OTHER - LTD INS         | 117.88       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 240 000 | CMPED ALC REMEDIAL OTHER - LTD INS         | 33.83        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 240 000 | CMPED ALC REMEDIAL OTHER - LTD INS         | 24.60        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 240 000 | CMPED ALC REMEDIAL OTHER - LTD INS         | 18.45        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 251 000 | CMPED ALC REMEDIAL OTHER - HRA             | 3,526.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 251 000 | CMPED ALC REMEDIAL OTHER - HRA             | 1,567.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 251 000 | CMPED ALC REMEDIAL OTHER - HRA             | 784.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 251 000 | CMPED ALC REMEDIAL OTHER - HRA             | 784.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 270 000 | CMPED ALC REMEDIAL OTHER - WORKERS COMP    | 364.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 270 000 | CMPED ALC REMEDIAL OTHER - WORKERS COMP    | 105.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 270 000 | CMPED ALC REMEDIAL OTHER - WORKERS COMP    | 76.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 270 000 | CMPED ALC REMEDIAL OTHER - WORKERS COMP    | 57.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 280 000 | CMPED ALC REMEDIAL OTHER - UNEMPLOY        | 36.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 280 000 | CMPED ALC REMEDIAL OTHER - UNEMPLOY        | 11.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 280 000 | CMPED ALC REMEDIAL OTHER - UNEMPLOY        | 8.00         | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 273 317 280 000 | CMPED ALC REMEDIAL OTHER - UNEMPLOY        | 6.00         | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 140 000 | CMPED ALC SECD INDIV INSTR - SALARY-LIC    | 16,402.05    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 141 000 | CMPED ALC SECD INDIV INSTR - EDUC ASST-    | 20,720.38    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 145 000 | CMPED ALC SECD INDIV INSTR - SUB TEACHER-  | 1,025.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 210 000 | CMPED ALC SECD INDIV INSTR - FICA/MEDICARE | 2,918.18     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 214 000 | CMPED ALC SECD INDIV INSTR - PERA          | 1,553.90     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 218 000 | CMPED ALC SECD INDIV INSTR - TRA           | 3,021.70     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 611 277 317 220 000 | CMPED ALC SECD INDIV INSTR - HEALTH INS    | 10,165.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 230 000 | CMPED ALC SECD INDIV INSTR - LIFE INS      | 61.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 235 000 | CMPED ALC SECD INDIV INSTR - DENTAL INS    | 191.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 240 000 | CMPED ALC SECD INDIV INSTR - LTD INS       | 72.78        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 251 000 | CMPED ALC SECD INDIV INSTR - HRA           | 2,743.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 270 000 | CMPED ALC SECD INDIV INSTR - WORKERS COMP  | 223.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 611 277 317 280 000 | CMPED ALC SECD INDIV INSTR - UNEMPLOY      | 22.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 211 317 141 000 | SEC CMPED-D AEO SALARY-NON LICEN           | 0.00         | 5,125.00      | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 211 317 210 000 | SEC CMPED-D AEO FICA/MEDICARE              | 0.00         | 392.58        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 211 317 214 000 | SEC CMPED-D AEO PENS NCRT PERA             | 0.00         | 384.38        | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 211 317 270 000 | SEC CMPED-D AEO WORKERS COMP               | 0.00         | 31.00         | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 211 317 280 000 | SEC CMPED-D AEO UNEMPLOYMNT COMP           | 0.00         | 3.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 277 317 141 000 | CMPED AEO SECD INDIV INSTR - EDUC ASST-    | 5,125.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 277 317 210 000 | CMPED AEO SECD INDIV INSTR - FICA/MEDICARE | 392.58       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 277 317 214 000 | CMPED AEO SECD INDIV INSTR - PERA          | 384.38       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 277 317 270 000 | CMPED AEO SECD INDIV INSTR - WORKERS COMP  | 31.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 650 277 317 280 000 | CMPED AEO SECD INDIV INSTR - UNEMPLOY      | 3.00         | 0.00          | 03/25/2022       | Christopher Peterson | 032522CP     |
| 01 E 081 211 317 398 000 | CMPED-DMRCK PRINT CHARGEBACK               | 0.00         | 100.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 081 277 317 430 000 | CMPED MRCK SECD INDIV INSTR - CLASSROOM    | 100.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 215 211 317 360 000 | SEC CMPED-D DFLD TRANSP-PRIVATE            | 0.00         | 500.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 215 277 317 366 000 | CMPED DFLD SECD INDIV INSTR -              | 500.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 220 211 317 305 000 | SEC CMPED-D EAST CONTRACTED SERV           | 0.00         | 2,232.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 220 277 317 430 000 | CMPED EAST SECD INDIV INSTR - CLASSROOM    | 2,232.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 225 211 317 360 000 | MS CMPED-D LPMS TRANSP-PRIVATE             | 0.00         | 800.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 225 211 317 365 000 | MS CMPED-D LPMS TRANSP CHRGEBACK           | 0.00         | 1,200.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 225 277 317 366 000 | CMPED LPMS SECD INDIV INSTR -              | 800.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 225 277 317 366 000 | CMPED LPMS SECD INDIV INSTR -              | 1,200.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 335 211 317 156 000 | SEC CMPED-D OEMS SCHL SOC WRKR             | 0.00         | 17,049.85     | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 335 740 317 156 000 | CMPED SOC WKR OEMS SCHL SOC WRKR           | 17,049.85    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 435 203 317 305 000 | ELE CMPED-D CGDN CONTRACTED SERV           | 0.00         | 3,500.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 435 276 317 430 000 | CMPED CGDN ELEM INDIV INSTR - CLASSROOM    | 3,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                  | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|---|--------------|---------------|------------------|----------------------|--------------|
| 01 E 510 203 317 156 000 | ELE CMPED-D LSTR SCHL SOC WRKR              | 0.00         | 7,687.50      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 510 740 317 156 000 | CMPED SOC WKR LSTR SCHL SOC WRKR            | 7,687.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 520 203 317 170 000 | ELE CMPED-D LWLL HRLY NONUNIT WGS           | 0.00         | 5,125.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 520 276 317 170 000 | CMPED LWLL ELEM INDIV INSTR - NONINSTR      | 5,125.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 525 203 317 170 000 | ELE CMPED-D LMAC HRLY NONUNIT WGS           | 0.00         | 1,025.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 525 203 317 398 000 | ELE CMPED-D LMAC PRINT CHARGEBACK           | 0.00         | 689.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 525 276 317 144 000 | CMPED LMAC ELEM INDIV INSTR - NON-LIC INSTR | 1,025.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 525 276 317 430 000 | CMPED LMAC ELEM INDIV INSTR - CLASSROOM     | 689.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 550 203 317 170 000 | ELE CMPED-D PDMT HRLY NONUNIT WGS           | 0.00         | 7,687.50      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 550 276 317 144 000 | CMPED PDMT ELEM INDIV INSTR - NON-LIC INST  | 7,687.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 211 317 329 000 | CMPED-DCHCK POSTAGE&EXPRESS                 | 0.00         | 100.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 211 317 365 000 | CMPED-DCHCK TRANSP CHRGEBACK                | 0.00         | 200.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 211 317 398 000 | CMPED-DCHCK PRINT CHARGEBACK                | 0.00         | 100.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 277 317 366 000 | CMPED CHCK SECD INDIV INSTR -               | 200.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 277 317 430 000 | CMPED CHCK SECD INDIV INSTR - CLASSROOM     | 100.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 575 277 317 430 000 | CMPED CHCK SECD INDIV INSTR - CLASSROOM     | 100.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 211 317 305 000 | CMPED-DROCK CONTRACTED SERV                 | 0.00         | 2,500.00      | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 211 317 365 000 | CMPED-DROCK TRANSP CHRGEBACK                | 0.00         | 200.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 211 317 398 000 | CMPED-DROCK PRINT CHARGEBACK                | 0.00         | 100.00        | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 277 317 366 000 | CMPED ROCK SECD INDIV INSTR -               | 200.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 277 317 430 000 | CMPED ROCK SECD INDIV INSTR - CLASSROOM     | 2,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 580 277 317 430 000 | CMPED ROCK SECD INDIV INSTR - CLASSROOM     | 100.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 630 211 317 195 000 | CMPED-DSUPA SALARIES CHRGBK                 | 0.00         | 11,742.40     | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 630 277 317 144 000 | CMPED SUPA SECD INDIV INSTR - NON-LIC INST  | 11,742.40    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPA    |
| 01 E 081 211 317 320 000 | CMPED-DMRCK COMMUNIC SVCS                   | 0.00         | 3,500.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 081 277 317 430 000 | CMPED MRCK SECD INDIV INSTR - CLASSROOM     | 3,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 215 211 317 170 000 | SEC CMPED-D DFLD NONINST SUPP               | 0.00         | 7,687.50      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 215 211 317 305 000 | SEC CMPED-D DFLD CONTRACTED SERV            | 0.00         | 40,000.00     | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 215 277 317 144 000 | CMPED DFLD SECD INDIV INSTR - NON-LIC INST  | 7,687.50     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 215 277 317 430 000 | CMPED DFLD SECD INDIV INSTR - CLASSROOM     | 40,000.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 225 211 317 401 000 | MS CMPED-D LPMS GENERAL SUPPLY              | 0.00         | 849.34        | 03/25/2022       | Christopher Peterson | 032522CPB    |

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 225 211 317 490 000 | MS CMPED-D LPMS FOOD                       | 0.00         | 500.00        | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 225 277 317 430 000 | CMPED LPMS SECD INDIV INSTR - CLASSROOM    | 849.34       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 225 277 317 430 000 | CMPED LPMS SECD INDIV INSTR - CLASSROOM    | 500.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 435 203 317 170 000 | ELE CMPED-D CGDN HRLY MONITOR              | 0.00         | 2,255.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 435 276 317 144 000 | CMPED CGDN ELEM INDIV INSTR - NON-LIC INST | 2,255.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 510 203 317 170 000 | ELE CMPED-D LSTR HRLY MONITOR              | 0.00         | 2,050.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 510 276 317 144 000 | CMPED LSTR ELEM INDIV INSTR - NON-LIC INST | 2,050.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 525 203 317 305 000 | ELE CMPED-D LMAC CONTRACTED SERV           | 0.00         | 1,000.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 525 276 317 430 000 | CMPED LMAC ELEM INDIV INSTR - CLASSROOM    | 1,000.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 540 203 317 305 000 | ELE CMPED-D MWKN CONTRACTED SERV           | 0.00         | 26,165.00     | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 540 276 317 430 000 | CMPED MWLK ELEM INDIV INSTR - CLASSROOM    | 26,165.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 550 203 317 430 000 | ELE CMPED-D PDMT CLASSROOM SUPPLY          | 0.00         | 9,450.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 550 276 317 430 000 | CMPED PDMT ELEM INDIV INSTR - CLASSROOM    | 9,450.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 565 203 317 305 000 | ELE CMPED-D STOW CONTRACTED SERV           | 0.00         | 5,218.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 565 276 317 430 000 | CMPED STOW ELEM INDIV INSTR - CLASSROOM    | 5,218.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 575 211 317 320 000 | CMPED-DCHCK COMMUNIC SVCS                  | 0.00         | 3,000.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 575 211 317 350 000 | CMPED-DCHCK COPY MACH MAINT                | 0.00         | 1,000.00      | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 575 277 317 430 000 | CMPED CHCK SECD INDIV INSTR - CLASSROOM    | 3,000.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 575 277 317 430 000 | CMPED CHCK SECD INDIV INSTR - CLASSROOM    | 1,000.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 580 211 317 350 000 | CMPED-DROCK COPY MACH MAINT                | 0.00         | 900.00        | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 580 277 317 430 000 | CMPED ROCK SECD INDIV INSTR - CLASSROOM    | 900.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPB    |
| 01 E 005 219 317 305 000 | CMPED-D CUR DW CONTRACTED SERV             | 25.00        | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 219 317 398 000 | CMPED-D CUR DW PRINT CHARGEBACK            | 0.00         | 25.00         | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 305 000 | CMPED CUR DW GEN INSTR - OTHER             | 18,750.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 305 000 | CMPED CUR DW GEN INSTR - OTHER             | 38,250.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 305 000 | CMPED CUR DW GEN INSTR - OTHER             | 3,195.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 305 000 | CMPED CUR DW GEN INSTR - OTHER             | 34,500.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 401 000 | CMPED CUR DW GEN INSTR - GEN SUPPLIES      | 0.00         | 18,750.00     | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 405 000 | CMPED CUR DW GEN INSTR - NON INSTR         | 0.00         | 38,250.00     | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 406 000 | CMPED CUR DW GEN INSTR - NON INSTR         | 0.00         | 3,195.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 005 605 317 430 000 | CMPED CUR DW GEN INSTR - CLASSROOM         | 0.00         | 34,500.00     | 03/25/2022       | Christopher Peterson | 032522CPC    |

**Budget Changes Report**

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| <b>Account</b>           | <b>Account Description</b>                 | <b>Debit</b> | <b>Credit</b> | <b>Post Date</b> | <b>Created By</b>    | <b>Batch</b> |
|--------------------------|--|--------------|---------------|------------------|----------------------|--------------|
| 01 E 081 277 317 401 000 | CMPED MRCK SECD INDIV INSTR - GEN SUPPLIES | 0.00         | 1,500.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 081 277 317 430 000 | CMPED MRCK SECD INDIV INSTR - CLASSROOM    | 1,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 225 277 317 401 000 | CMPED LPMS SECD INDIV INSTR - GEN SUPPLIES | 0.00         | 2,309.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 225 277 317 430 000 | CMPED LPMS SECD INDIV INSTR - CLASSROOM    | 2,309.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 335 277 317 406 000 | CMPED OEMS SECD INDIV INSTR - NON INSTR    | 144.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 335 277 317 406 000 | CMPED OEMS SECD INDIV INSTR - NON INSTR    | 0.00         | 144.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 520 276 317 144 000 | CMPED LWLL ELEM INDIV INSTR - NON LIC INST | 5,125.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 520 276 317 170 000 | CMPED LWLL ELEM INDIV INSTR - NONINSTR     | 0.00         | 5,125.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 525 276 317 401 000 | CMPED LMAC ELEM INDIV INSTR - GEN SUPPLIES | 0.00         | 686.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 525 276 317 430 000 | CMPED LMAC ELEM INDIV INSTR - CLASSROOM    | 686.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 540 276 317 401 000 | CMPED MWLK ELEM INDIV INSTR - GEN SUPPLIES | 0.00         | 7,500.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 540 276 317 430 000 | CMPED MWLK ELEM INDIV INSTR - CLASSROOM    | 7,500.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 550 276 317 401 000 | CMPED PDMT ELEM INDIV INSTR - GEN SUPPLIES | 0.00         | 867.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 550 276 317 430 000 | CMPED PDMT ELEM INDIV INSTR - CLASSROOM    | 867.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 575 277 317 401 000 | CMPED CHCK SECD INDIV INSTR - GEN SUPPLIES | 0.00         | 1,875.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 575 277 317 430 000 | CMPED CHCK SECD INDIV INSTR - CLASSROOM    | 1,875.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 580 277 317 401 000 | CMPED ROCK SECD INDIV INSTR - GEN SUPPLIES | 0.00         | 2,625.00      | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 580 277 317 405 000 | CMPED ROCK SECD INDIV INSTR - NON INSTR    | 0.00         | 750.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 580 277 317 406 000 | CMPED ROCK SECD INDIV INSTR - NON INSTR    | 750.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 580 277 317 430 000 | CMPED ROCK SECD INDIV INSTR - CLASSROOM    | 2,625.00     | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 605 277 317 401 000 | CMPED AJC SECD INDIV INSTR - GEN SUPPLIES  | 0.00         | 375.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 605 277 317 405 000 | CMPED AJC SECD INDIV INSTR - NON INSTR     | 0.00         | 188.00        | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 605 277 317 430 000 | CMPED AJC SECD INDIV INSTR - CLASSROOM     | 375.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 605 277 317 430 000 | CMPED AJC SECD INDIV INSTR - CLASSROOM     | 188.00       | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 611 277 317 401 000 | CMPED ALC SECD INDIV INSTR - GEN SUPPLIES  | 0.00         | 15,026.00     | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 611 277 317 430 000 | CMPED ALC SECD INDIV INSTR - CLASSROOM     | 15,026.00    | 0.00          | 03/25/2022       | Christopher Peterson | 032522CPC    |
| 01 E 565 260 000 145 151 | MN DNR OUTDOOR LEARNING GRANT              | 0.00         | 2,408.75      | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 185 151 | MN DNR OUTDOOR LEARNING GRANT STIPEND      | 0.00         | 6,970.00      | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 186 151 | MN DNR OUTDOOR LEARNING GRANT STIPEND      | 0.00         | 153.75        | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 210 151 | MN DNR OUTDOOR LEARNING GRANT              | 0.00         | 871.25        | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 214 151 | MN DNR OUTDOOR LEARNING GRANT PERA         | 0.00         | 10.25         | 03/29/2022       | Christopher Peterson | 032922CP     |

Budget Changes Report

Duluth Public Schools ISD #709

4/1/2022 12:42:27 PM

| <u>Account</u>           | <u>Account Description</u>            | <u>Debit</u> | <u>Credit</u> | <u>Post Date</u> | <u>Created By</u>    | <u>Batch</u> |
|--------------------------|---------------------------------------|--------------|---------------|------------------|----------------------|--------------|
| 01 E 565 260 000 218 151 | MN DNR OUTDOOR LEARNING GRANT TRA     | 0.00         | 553.50        | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 240 151 | MN DNR OUTDOOR LEARNING GRANT LTD     | 0.00         | 20.50         | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 270 151 | MN DNR OUTDOOR LEARNING GRANT WORKERS | 0.00         | 60.00         | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 280 151 | MN DNR OUTDOOR LEARNING GRANT         | 0.00         | 20.00         | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 305 151 | MN DNR OUTDOOR LEARNING GRANT         | 0.00         | 3,750.00      | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 401 151 | MN DNR OUTDOOR LEARNING GRANT GEN     | 0.00         | 399.00        | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 565 260 000 430 151 | MN DNR OUTDOOR LEARNING GRANT         | 0.00         | 10,000.00     | 03/29/2022       | Christopher Peterson | 032922CP     |
| 01 E 012 108 000 320 000 | TECH DEPT COMMUNIC SVCS               | 0.00         | 15,000.00     | 03/31/2022       | Sheila Stevens       | CN03312022   |
| 01 E 012 108 000 401 000 | TECH DEPT GENERAL SUPPLY              | 15,000.00    | 0.00          | 03/31/2022       | Sheila Stevens       | CN03312022   |
| 01 E 012 108 000 350 000 | TECH DEPT BLDG&GROUNDS MAI            | 0.00         | 7,000.00      | 03/31/2022       | Coleen Nordwall      | CN23312022   |
| 01 E 012 108 000 555 000 | TECH DEPT TECHNOLOGY EQUIP            | 7,000.00     | 0.00          | 03/31/2022       | Coleen Nordwall      | CN23312022   |

|  |   |
|--|---|
| <br><b>ISD #709</b><br><b>Duluth</b><br><b>Public Schools</b> | <b>ISD #709</b><br><b>Duluth Public Schools</b><br>HOCHS Relocation Project |
|  | Monthly Progress Report<br>March 2022                                       |
| Project(s) Address: 730 E Central Entrance, Duluth, MN 55802   |   |

### Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Wood casework has been installed. The sinks and plumbing fixtures have also been installed and tested.
  - The acoustical ceiling grid has been completed.
  - Fin tube radiation installations are 50% complete.
  - Exterior windows and windowsills have been installed.
  - Floor prep has all been completed. Bathroom floor tile is nearing completion and VCT flooring has started in the admin areas.
  
- The Architect has responded to all comments submitted by the city. It is projected to have a final Developers Agreement and Regulatory Plan completed in the coming weeks.
  
- The developer that was interested in purchasing the remaining up-on-the-hill property decided to not pursue that as an opportunity. However, the District and the realtor are optimistic that there will be multiple interested parties.
  
- Furniture orders have been completed for the Transportation Building and Facilities Building. Meetings will be ongoing to establish the District Services Center’s needs.

### Upcoming Activities and Next Steps:

- Final furniture and technology selections will be taking place in the coming months for the District Services Center.
  
- Central on the Hill is undergoing a hazardous material assessment and demolition documents will be prepared in the coming months for the complete demolition.
  
- The site construction for District Services Center and Transportation building will be commencing as soon as weather and road restrictions allow. This start timeframe is tentatively May 2<sup>nd</sup>, 2022.
  
- The Facilities remodel project upcoming construction:
  - Installation of final flooring.
  - Final painting throughout.
  - Exterior doors and garage doors will be arriving and be installed in the coming weeks.
  - Acoustical ceiling pads will commence in the coming weeks.
  - The new exterior loading dock will be taking place after frost is naturally removed.



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

April 4, 2022

John Magas  
Superintendent of Schools

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

Cathy Erickson  
CFO/Executive Director of Business Services

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

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

**800 E. Central Entrance "Central High School Property"**

- Back on the Market
- All marketing in place and active



**230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)**

### **Website Advertising**

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

Respectfully,

Greg Follmer  
Broker

**Expenditure Contracts Signed  
March 2022**

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

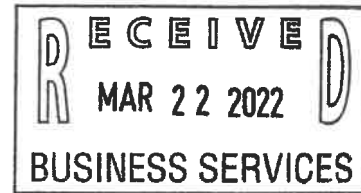
**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

| <b>Name</b>                               | <b>Amount*</b> | <b>Contract Source**</b>    | <b>Description</b>                                    |
|---|----------------|-----------------------------|---|
| WIPFLI                                    | \$51,650.00*   | Finance (DU)                | Audit, Prep of financial statements                   |
| Leadership Transformation Consulting      | \$35,000.00*   | Human Resources (DU)        | Consultancy and support services for HR               |
| ProTeam Foodservice Advisors              | \$14,413.00    | Child Nutrition (DU)        | Menu software subscription                            |
| LEARN21                                   | \$11,620.00    | Technology (DU)             | Operating services                                    |
| Houck Transit Advertising                 | \$8,400.00*    | Duluth Adult Education (DR) | Interior bus advertising for DAE                      |
| Creation Station Child Care               | \$1,012.00*    | Special Services (DU)       | Assist with student IEP services                      |
| Creation Station Child Care               | \$1,012.00*    | Special Services (DU)       | Assist with student IEP services                      |
| Residential Services Inc.                 | \$6,1060.00*   | Special Services (DU)       | Direct support professional services, for DPS student |
| Soliant                                   | \$21,500.00    | Special Services (DU)       | Deaf/hard of hearing telepractice services            |
| UMD Dept. of Comm. Sciences and Disorders | TBD            | Special Services (DR)       | Internship opportunity                                |

|  |              |                                 |  |
|--|--------------|---------------------------------|--|
| Round lake Traditions                  | \$1,050.00*  | Myers-Wilkins ES (DR)           | School presentations                           |
| Compas Making Creations                | \$1,800.00*  | Lowell ES (DU)                  | West African drumming & dance                  |
| Wolf Ridge                             | \$12,080.00  | Lowell ES (SAF)                 | Field trip May 5-6, 2022                       |
| Wolf Ridge                             | \$15,100.00  | Lester Park ES (SAF)            | Field trip May 31, 2022                        |
| Wolf Ridge                             | \$15,100.00  | Lester Park ES (SAF)            | Field trip April 5-7, 2023                     |
| Wolf Ridge                             | \$7,550.00   | Stowe ES (SAF)                  | Field trip April 3, 2022                       |
| Wolf Ridge                             | \$14,040.00  | Homecroft ES (SAF)              | Field trip May 31, 2022                        |
| Wolf Ridge                             | \$5,460.00   | Lakewood ED (SAF)               | Field trip April 11-13, 2022                   |
| Duluth Community Schools Collaborative | \$45,830.00  | Kelsey Gantzer (DU)             | Full-service community school site coordinator |
| Dylan Hatten                           | \$240.00*    | Office of Education Equity (DR) | Chinese after-school program                   |
| Elizabeth Hauff                        | \$240.00*    | Office of Education Equity (DR) | Chinese after-school program                   |
| FieldTurf                              | \$22,000.00* | Facilities Management (DU)      | Turf maintenance at Denfeld, East HS           |
| Retrofit Environmental                 | \$15,451.6   | Facilities Management (DR)      | Neutralization Tank Service                    |



February 1, 2022



To the School Board  
Independent School District No. 709  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

We are pleased to serve as the independent auditors for Independent School District No. 709 (“Client”) for the year ended June 30, 2022. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the “Letter” or the “Engagement Letter.”

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$44,150. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition, Wipfli LLP (“Wipfli”) will be adding a fee of \$7,500 for the preparation of the financial statements.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client’s financial statements and the disclosures, which collectively comprise the basic financial statements, of the governmental activities, each major fund and aggregate remaining fund information of Client.

Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement

Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan
4. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements
4. Individual Fund Schedules

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

#### Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come

to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### **Audit Procedures – Internal Control**

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its

knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The audit shall be conducted on Client premises at a mutually agreeable time, and Client shall provide space deemed adequate by the auditor.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

## Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

## Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

## Engagement Partner

Michelle Swoboda, CPA will be your audit engagement partner.

### Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, Management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Annual Information Filings

Our engagement will include the preparation of the federal data collection form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

### Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.



Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: Cathy Erickson

Cathy Erickson, CFO  
(Print Name and Title)

Date: 3/23/22

MS/yy  
204397  
Enc.

Budget Code 01 E 012 110 000 305 000

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

## Professional Services Terms and Conditions – Attest Engagements

action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all

or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 29th day of September, 2021

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Theresa Willems

OF THE SECOND PART

### **Background:**

- A. Independent School District No. 709 and Theresa Willems (the "Parties") entered into the contract (the "Contract") signed October 6, 2021, for the purpose providing consultancy and support services for Human Resources department.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

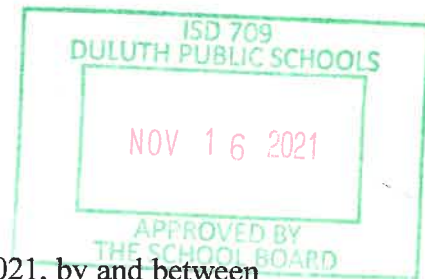
### **Amendments**

1. The Contract is amended as follows:
  - a. Independent Contractor: Original contractor listed was Theresa Willems. This amendment changes the independent contractor name to Leadership Transformation Consulting.
  - b. Reimbursement. Original reimbursement was not to exceed \$20,000.00. This amendment would increase the not to exceed amount to \$35,000.00.

### **No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa (Teri) Willems, an independent contractor, hereinafter called Contractor.

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

### **The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1<sup>st</sup>, 2021, and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** To provide consultancy and support services for the Human Resources department, and in addition, departmental analysis and input on systemic improvements. This role may also include onboard support for the newly hired Human Resources Director.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$87.50 hourly and \$20,000.00 in total. Contractor will also be reimbursed for mileage at the current year IRS mileage rate, hotel and meals.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: John Magas, Superintendent, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1420 Spring Street, Sobieski, WI, 54171.

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

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

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

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

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

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

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

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

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

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

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

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

Theresa L. Willems  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

10/4/2021  
Date

Lee Haffner  
Program Director

10/6/2021  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below.

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 012 | 105 | 000 | 305 | 105 |
|----|---|-----|-----|-----|-----|-----|

Check if the contract will be paid using Student Activity Funds

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

John Mays  
CFO / Superintendent of Schools / Board Chair

10/6/21  
Date

EMAILED

*(NEW)*

# INVOICE

FEB 14 2022  
TO: *Shauna/Patty*

Leadership Transformation Consulting  
United States

BILL TO  
Duluth Independent School District 709  
John Magas  
19204197208  
John.Magas@isd709.org

Invoice Number: 1  
Invoice Date: December 31, 2021  
Payment Due: January 31, 2022  
Amount Due (USD): \$26,048.25

| Items  | Quantity | Price    | Amount      |
|--|----------|----------|-------------|
| <b>Mileage</b><br>IRS rate   | 4642.4   | \$0.56   | \$2,599.74  |
| <b>Hourly Services</b><br>Consultation, Interim Human Resources Director,<br>Department/District Support Services Rendered October 2021<br>through December 2021 | 258      | \$87.50  | \$22,575.00 |
| <b>Per Diem Travel Expenses</b><br>Hotel Nights November and December  | 1        | \$873.51 | \$873.51    |

Total: \$26,048.25  
Amount Due (USD): \$26,048.25

RECEIVED

FEB 09 2022

Accts Payable

Notes / Terms

Country Inn and Suites, Hermantown, 9 nights.

TO AP 3/23/22

01 E 012 105 000 305 105

*Catherine Severson*

2/01/22

*Catherine Erickson*

Catherine Erickson, CFO

3/23/22

March 18, 2022

**For:** Sheila Oak  
Dietetic Technician Registered  
Supervisor of Child Nutrition Program  
Duluth Public Schools/ISD 709  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
218.336.8700 x 1017  
[Sheila.oak@isd709.org](mailto:Sheila.oak@isd709.org)  
[www.isd709.org](http://www.isd709.org)

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

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2022-23 school year.

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

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

**SCHOOL YEAR 22-23 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

| Description  | Costs              |
|--|--------------------|
| Software Subscription (Production Records and Interactive Menu Website)  | \$6,500.00         |
| Professional Set-up & Support Services<br>- Initial Proposal: 21 menus totaling 41 cycle weeks<br>- SY 2022-23: 22 menus totaling 35 cycles weeks<br><i>*Each additional cycle week is charged at \$150/cycle week</i> | \$7913.00          |
| <b>Total Cost of Software and Services</b>   | <b>\$14,413.00</b> |

**Menu Detail SY22-23**

| <b>Menu</b>                       | <b>Menu Type</b> | <b>Weeks in Cycle</b> |
|-----------------------------------|------------------|-----------------------|
| Breakfast (Schools 1 - 9 ) (K-5)  | SBP              | 1                     |
| Breakfast (Schools 10-11) (6-8)   | SBP              | 1                     |
| Breakfast (Schools 12 -13) (9-12) | SBP              | 1                     |
| Elem Lunch (K-5)                  | NSLP             | 4                     |
| MS Lunch (6-8)                    | NSLP             | 4                     |
| MS Bun Line (6-8)                 | NSLP             | 1                     |
| MS Boxed Salad (6-8)              | NSLP             | 1                     |
| MS Pizza (6-8)                    | NSLP             | 1                     |
| MS Sub Line (6-8)                 | NSLP             | 1                     |
| HS Lunch (9-12)                   | NSLP             | 4                     |
| HS Bun Line (9-12)                | NSLP             | 1                     |
| HS Boxed Salad (9-12)             | NSLP             | 1                     |
| HS Pizza (9-12)                   | NSLP             | 1                     |
| HS Sub line (9-12)                | NSLP             | 1                     |
| K-8 Lunch Rockridge Academy       | NSLP             | 4                     |
| Fruit and Vegetable Bar           | -                | 1                     |
| After School Snack                | CACFP            | 1                     |
| Supper (9-12)                     | CACFP            | 1                     |
| Summer Breakfast                  | SFSP             | 1                     |
| Summer Lunch                      | SFSP             | 2                     |
| Summer Bag Lunch                  | SFSP             | 1                     |
| Summer Bag Breakfast              | SFSP             | 1                     |
|                                   | <b>TOTAL</b>     | <b>35</b>             |

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

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

Renewal fee for subsequent years depends on:

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

**FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

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

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

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

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

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

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

**PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE**

The Consultant shall provide the following insurance coverages:

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

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

**SUCCESSORS AND ASSIGNS**

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

**STATEMENT OF INDEPENDENCE**

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



Submitted By: Brittany Herman

03/18/2022  
Date

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

Duluth Public Schools / ISD #709

Approved By: Cathie Joe

3/30/22  
Date

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

Budget Code 02-005 770 701 405 000



## OPERATING SERVICES LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the 8 day of February, 2022 (“Effective Date”) by and between LEARN21: A Flexible Learning Collaborative, an Ohio non-profit corporation, (“LEARN21”) and Duluth Public Schools (“Licensee”), a Public School whose principal place of business address is 4316 Rice Lake Rd Suite 108, Duluth, MN 55811 for access to and use of certain Operating Services made available by Learn21, subject to and bound by the terms and conditions of this Agreement, as set forth herein:

### 1.0 Definitions.

- 1.1 “Licensee” shall mean Duluth Public Schools and, as to all obligations and limitations contained herein, shall include its employees, managers, directors, officers, employees and agents, acting under Licensee’s direction and control or on behalf of Licensee, for whom Licensee takes responsibility.
- 1.2 “License” shall mean the License granted by this Agreement, to access and use the specified software and servers to obtain the Operating Services.
- 1.3 “Agreement” shall mean this Agreement and all Schedules and Exhibits attached hereto or attached by reference, now or in the future, that contain the terms and conditions applicable to the parties hereto.
- 1.4 “Commencement Date” shall be the date occurring the day after the Trial Term ends, and the first non-trial term begins.
- 1.5 “Confidential information” shall mean any information related to LEARN21, its personnel, its licensees, its suppliers, its plans, the Operating Services, or the education industry, including, but not limited to trade secrets, but nonetheless information that is not generally known, that may be of benefit to LEARN21 or the release of which could cause harm to LEARN21 or benefit LEARN21 competitors or potential competitors.
- 1.6 “Operating Services” shall mean those services obtained through the accessing and use of the specified LEARN21 software and servers, making such services available to Licensee and Licensee’s authorized users, under the terms and conditions set forth in this Agreement, and as specified in Schedule A attached hereto and made part hereof.
- 1.7 “Integration Services” shall mean those acts performed by LEARN21, including, but not limited to the services set forth in Schedule B attached hereto and made part hereof, which services will permit Licensee and

others authorized herein, to access and use the specified software, as provided herein.

- 1.8 "Trade Secret" shall mean trade secret as defined in the Ohio version of the Uniform Trade Secrets Act.
- 1.9 "Trial Term" shall mean a cost-free trial period, as set forth in the Trial Term Addendum No. 1 attached hereto and made part hereof.

2.0 **License.** LEARN21 grants to Licensee and Licensee accepts, in accordance with the terms and conditions set forth hereafter, a non-transferable, non-exclusive license to access and use the LEARN21 servers and software to obtain and use the Operating Services, identified in Schedule A. This Agreement also includes setup, hosting, and Integration Services by LEARN21.

2.1 **Contractual Restrictions.** Licensee agrees that it has no contractual restrictions on entering into this Agreement; that it is legally permitted to enter into this Agreement; and that it will and can comply with all of the terms and conditions set forth herein. Licensee also agrees that there are no local, state or federal statutes, rules, or regulations that interfere with Licensee's ability to fulfill all of its obligations herein or enforcement of this Agreement by LEARN21.

2.2 **Trial Term.** A Trial Term shall begin on the Effective Date of this Agreement and continue as set forth in the Trial Term Terms and Conditions, attached hereto and made part hereof as Addendum No. 1.

2.3 **Term.** The first term of this Agreement shall commence the day after the Trial Term ends and shall run until the next occurring June 30. At the conclusion of the Trial Term, the yearly fees will be prorated from the Commencement Date to the next occurring June 30. Subsequent renewal terms shall run for a period of one (1) year, starting on July 1<sup>st</sup> and ending on the next occurring June 30. This Agreement may be renewed by Licensee for additional one (1) year terms, which would include any modifications to the Agreement. A copy of the modified Agreement, if any, will be sent to Licensee no less than thirty (30) days before the end of a term.

2.4 At the end of the Trial Term or any regular one (1) year term, should Licensee wish to continue to use and access the specified software and continue to obtain the Operating Services, Licensee must submit a purchase order ("PO") to LEARN21. The PO must be submitted to LEARN21 no less than fourteen (14) days prior to the end of the Trial Term or regular one (1) year term, in order to assure sufficient time to review, discuss and try to reach an agreement on the terms of the PO. If a PO is not issued to LEARN21 in a timely manner or an agreement on the PO is not reached, LEARN21 may be unable to assure continuous access to and usage of the specified software at the end of the Trial Term or other regular term. Should the Trial Term or any subsequent term expire, with no agreement on the terms of a PO for a subsequent term, LEARN21 may suspend use of and access to LEARN21 servers, specified software and Operating Services, without further notice. LEARN21's failure to suspend such

access and services, when it has a right to do so, shall not prejudice LEARN21's right to subsequently suspend such access and services at time during which there is no agreed PO in place for the continuation of such access and services.

2.5 If Licensee chooses to renew, the length of Licensee's obligation will be for an additional one (1) year term. Due to LEARN21's pricing structure and financial projections, Licensee may not terminate this Agreement in mid-term, other than the trial-term, absent either (1) written agreement with LEARN21 permitting termination or (2) substantial breach of this Agreement by LEARN21.

2.6 Use of Name and Trademarks. All trademarks, service marks and trade names identifying LEARN21 or LEARN21 products or services (the "Marks") are the exclusive property of LEARN21. Licensee shall take no action which Licensee knows or should reasonably know is or will be likely to result in financial harm to LEARN21 or harm to its reputation or the goodwill in the Marks. Licensee acknowledges that use of the software may require that LEARN21 include Licensee's name in registrations and administrative filings which are available to the public. Licensee agrees that LEARN21 may include Licensee in LEARN21 marketing brochures and materials.

3.0 **Ownership.** Licensee acknowledges that no ownership rights nor any other rights of any kind are transferred by this license, other than the right to use the Operating Services only as provided herein. Licensee, its employees, agents, or others permitted access to the Operating Services, whether or not authorized by this Agreement, are prohibited from accessing the Operating Services code, reverse engineering, downloading, copying, selling, distributing, providing a copy of the Operating Services, in any format, or providing use of the Operating Services or otherwise transferring the Operating Services or any copy thereof or the user's manual or any copy thereof to any third party, including any parent, subsidiary or affiliate of Licensee. Any download or copy of the Operating Services, including the media upon which any such copy is placed, shall become the property of LEARN21 immediately upon the creation of such copy.

3.1 Licensee may not use the results from improperly accessing, reverse engineering or decompiling of the Operating Services or assist others in using such reverse engineering or decompiling, to create Operating Services, which are substantially similar to the Operating Services or which produce services that are competitive with the Operating Services.

3.2 This license is restricted to use by Licensee for Licensee's own business and operating purposes. It does not extend to any parent, subsidiary or other affiliated entities or political subdivisions of Licensee, as may now or in the future exist.

4.0 **License Fee.** The License Fee and the terms of payment are as shown in Schedule A, attached hereto and made part hereof.

5.0 **Taxes.** License fees paid for use of the Operating Services are exclusive of all federal, state and local taxes. If any tax is due as a result of this transaction, except for taxes based upon LEARN21's income, Licensee agrees to pay such amount.

6.0 **Proprietary Rights in the Specified Software and Operating Services.** Licensee acknowledges and agrees that the Operating Services, the specified software and Operating Services documentation and manuals, if any, and all copies (hereinafter all collectively referred to as the "Operating Services") provided under this License, belong to LEARN21 and are subject to the LEARN21's proprietary rights. The nature of the Operating Services are to be considered both a trade secret and confidential information belonging to LEARN21, for which disclosure is prohibited, except to the extent specifically authorized by this Agreement. LEARN21 holds all rights, title and interest to the software and the Operating Services, including, but not limited to the file structures, codes, graphics and functionality. Such rights include rights in copyright, trade secret, and trademark.

6.1 Providing access to the specified software and Operating Services or other components of the specified software or Operating Services to any unauthorized third parties or permitting use by any such third parties, without the specific written consent of LEARN21, is absolutely prohibited.

6.2 Licensee agrees that it will immediately disclose to LEARN21 any violation of this Agreement, which comes to its attention, and will assist LEARN21 in halting or limiting damage from such violation and in pursuing whomever has caused such violation to occur, including providing assistance, documents and witnesses in seeking any injunctive relief. This section is in addition to, not in substitution of, any rights which LEARN21 may have at law or otherwise and is not limited as to duration by the term of this Agreement.

7.0 **No Transfer of this License.** This Agreement provides for no transfer of any rights, title or interest in the software or Operating Services. Licensee may not transfer, by assignment, sale, gift, or otherwise the specified software or Operating Services nor permit any form of lien or claim upon the specified software or Operating Services or any components of the specified software or Operating Services, or copies thereof, or any license rights granted herein, without the prior written consent of Licensee.

8.0 **Enhancements.** Licensee has no rights to create modifications or enhancements to the specified software or Operating Services, without written permission from LEARN21. Should Licensee, despite such prohibitions, create copies, modifications or enhancements, whether by permission or in violation thereof, in addition to all other rights available to Licensee at law, all ownership rights, title and interest to such copies, enhancements or modifications, shall belong solely to LEARN21. If created with the permission of LEARN21, Licensee is hereby granted a license to use such enhancements for so long as this Agreement and a current PO to access and use the Operating Services continues in force. However, this License is not generally for the purpose of creating enhancements. ANY ALTERATION OF THE SPECIFIED SOFTWARE OR OPERATING SERVICES, WHICH MAY HAVE UNDESIRABLE

CONSEQUENCES, WILL VOID ALL WARRANTIES SET FORTH IN THIS AGREEMENT AND POTENTIALLY SUBJECT LICENSEE OR USERS TO LIABILITY THEREFORE.

**9.0 Data Privacy and Sharing** The Parties acknowledge that the Licensee is subject to the Family Educational Rights and Privacy Act (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that LEARN21 is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because LEARN21: (1) provides a service or function for which the Licensee would otherwise use employees; (2) is under the direct control of the Licensee with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Learn21 may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, LEARN21 agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification.

**9.1 LEARN21 May Not Use any Personally Identifiable Information ("PII").** Under no circumstances will LEARN21 sell, provide, or offer any PII to any 3<sup>rd</sup> party for any reason, other than as may be needed for the purpose of improving the operating software or by order of any governmental authority. Under no circumstances will LEARN21 access, copy or use any PII for any reason, other than as may be needed for the purpose of improving the operating software. In such a circumstance, all PII, so used, will be deleted in its entirety, so as to be unrecoverable, as soon as use for improving the software is completed. Further, upon the termination of this Agreement with LEARN21 or any renewals hereof, all PII in LEARN21's possession, along with any copies, summaries or outlines of such PII, will be deleted from all electronic systems, so as to be unrecoverable, and all hard copy will be destroyed, within no more than thirty (30) days after termination. Licensee shall be notified of such deletion and destruction.

**10.0 Data Storage and Access.** LEARN21 uses significant security measures to protect the privacy of our users' data. These security protections include, but are not limited to, de-identification of certain personally identifiable information, encryption of all data at rest, and encryption of all data in transit. Licensees data will be in a fully hosted, managed virtual data center service that provides a comprehensive and private secure cloud computing site. Licensees will receive a comprehensive file backup solution daily that protects users against data loss. LEARN21 considers and acknowledges all data that LEARN21 may gather from Licensee or devices it owns and manages is the property of the Licensee. LEARN21's Licensees have complete and unequivocal rights to their data and how they wish their data to be utilized. Licensee can request access, removal, purging of Licensee data at any time by sending an email

to [info@learn21.org](mailto:info@learn21.org).

11.0 **Security.** LEARN21 uses industry best practice security technology, including next generation firewalls, network access controls, and DDoS mitigation, to protect against access, loss, misuse, or alteration of user information. All data resides in SOC 2-compliant data centers in the United States. Accessing LEARN21 services from another jurisdiction, you hereby consent to the transfer and processing of your information in the United States. LEARN21's Privacy Policy does not extend to any limitations inherent in the Internet or World Wide Web that are beyond LEARN21's control. LEARN21 implements password security requirements based on current available best practices; however, it is the Licensee's responsibility to not disclose their passwords. Each user is obligated to maintain the secrecy of the user's password. LEARN21 also takes steps to protect Licensee's personal information offline by limiting the number of people who have access to Licensee's servers and to personal information. In the event of a breach of security affecting personal information, we will take such notification and other steps as may be required under applicable law. We ask that you do not ever send us or provide us highly sensitive information, such as social security numbers, personal health information, Driver's License numbers, etc.. We will not be liable for use or disclosure of any such information if provided to us without our consent.

12.0 **Limited Warranty.** The parties agree that this is an agreement for **licensing of** Operating Services, for the remote use of specified LEARN21 software, not for the sale of goods, and that the Uniform Commercial Code does not apply. LEARN21 grants a limited warranty that the Operating Services will be provided as specified and that it will use reasonable efforts, under the circumstances, to maintain the Operating Services and that, should the Operating Services become unavailable for reasons involving the specified LEARN21 software or LEARN21 host servers, LEARN21's sole limited warranty and remedy available to Licensee is for LEARN21 to use its reasonable efforts to re-establish such Operating Services in a commercially reasonable time.

12.1 Except for the express Limited Warranty set forth above and in the separate Infringement section below, **THERE ARE NO OTHER WARRANTIES, WRITTEN OR ORAL, OR PROMISES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SPECIFIED SOFTWARE OR OPERATING SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12.2 **LEARN21 SHALL NOT BE LIABLE FOR DAMAGES, OTHER THAN AS SET FORTH ABOVE, INCLUDING BUT NOT LIMITED TO SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND OPERATING SERVICES, OTHER THAN THAT LEARN21 MAY BE LIABLE UP TO THE AMOUNT PAID BY LICENSEE FOR THIS LICENSE, WHERE A SUBSTANTIAL ERROR CANNOT BE SATISFACTORILY CORRECTED. SHOULD DAMAGES BE AWARDED AGAINST LEARN21, FOR ANY**

**REASON WHATSOEVER, SUCH DAMAGES, IN THE AGGREGATE, SHALL NOT EXCEED THE TOTAL PAID TO LEARN21 FOR THE MOST RECENT ONE (1) YEAR LICENSE GRANTED BY THIS AGREEMENT.**

13.0 **Infringement.** LEARN21 shall defend, at its cost, any claim against Licensee alleging copyright infringement. Licensee shall promptly and in sufficient time to permit LEARN21 to defend, negotiate or settle any such claim, notify LEARN21 of the claim in writing. Such notice to LEARN21 should attach a copy of any Summons and Complaint, Cease and Desist letter or other notice from the party claiming infringement. LEARN21 shall have sole and exclusive control of the handling and disposition of such all claims, including whether and for how much to settle any claims.

13.1 Should an injunction be issued preventing further use of the Operating Services, or should LEARN21 deem itself to be in jeopardy of such, LEARN21 shall, at its sole cost and in its absolute discretion, may either (1) negotiate a license for Licensee to continue use of the Operating Services; (2) replace the Operating Services with other Operating Services which will be substantially similar; or (3) grant Licensee a refund of a pro rata portion of the license fee, with two (2) years being considered the useful life of this version of the Operating Services. **THIS PARAGRAPH CONTAINS THE SOLE REMEDIES AND DAMAGES AVAILABLE TO LICENSEE FOR A CLAIM OF COPYRIGHT INFRINGEMENT. ALL OTHER DAMAGES ARE EXCLUDED, INCLUDING ALL DAMAGES EXCLUDED BY SECTION 8 OF THIS AGREEMENT.**

14.0 **Hold Harmless.** Both LEARN21 and Licensee shall indemnify, defend and hold each other, as well as their officers, directors, agents, elected officials, and employees harmless from and against any third party claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the alleged negligence of either party in connection with performance of this Agreement.

15.0 **Force Majeure.** LEARN21 shall not be liable for any disruption of Operating Services not caused by LEARN21 software or hardware. LEARN21 shall not be liable for any disruptions beyond LEARN21's control; due to any local, state or federal statutes, laws, regulations, rules or court orders; due to any strike, labor dispute, civil disorder, political disorder, war, physical attack, electronic attack, or due to failure on the part of Licensee or those operating with Licensee's authority, to maintain the systems over which the specified software is delivered.

15.1 Force Majeure shall not include a party's financial distress; inability to avoid a financial loss, changes in market prices or conditions, or changes in budget or a party's financial inability to perform its obligations hereunder.

16.0 **Termination.** This License shall terminate upon the happening of the following:

(a) Written notice by one party claiming substantial breach of this Agreement by the other party. The notified party will then have twenty (20) days to cure the claimed breach. Failure to cure will cause the Agreement to terminate.

(b) Written notice by either party, to the other party, that the Agreement will not be renewed at the end of the current term:

(c) Written notice after the expiration of a term, by either party, upon the failure to reach an agreement on the terms of a new PO for a one (1) year term extension.

(d) Either party voluntarily or involuntarily enters into bankruptcy, has a receiver appointed or transfers assets for the benefit of creditors, or is otherwise be disbanded or consolidated with another entity. Should a court prevent termination of this agreement, said agreement may be terminated immediately upon termination of that court's authority.

16.1 Upon termination, Licensee, its employees, directors, officers, managers and those who were authorized to use the Operating Services, shall no longer use or attempt to use the LEARN21 Operating Services.

17.0 This Agreement shall be governed by the laws of the State of Ohio. This Agreement was entered into in Cincinnati, Hamilton County, Ohio, and, without regard to conflict of law issues, all parties to this Agreement hereby specifically submit to jurisdiction of either the Common Pleas Court of Hamilton County, Ohio or the U.S. District Court for the Southern District of Ohio, Western Division, over any action concerning this validity, interpretation or enforcement of this Agreement.

18.0 **Validity.** If any provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or effected thereby.

19.0 **Time for Bringing An Action.** No action of any kind arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, nor, in the case of non-payment, more than one (1) year from the date LEARN21 knew of an unpaid invoice.

20.0 **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, including issues of equity, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and any judgment on the award rendered by the arbitrator, including injunctive relief, may be entered in any court having jurisdiction thereof. Arbitration shall be filed and conducted at the AAA office in Cincinnati, Ohio or, if such office no longer exists, the next closest office. The discovery rules of The Federal Rules of Civil Procedure shall apply to proceedings held hereunder, as modified as appropriate for arbitration, by the arbitrator. Questions regarding the extent and propriety of discovery shall be determined solely by the arbitrator, absent agreement of the parties.

21.0 **Complete Agreement and Signatures.** This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of this Agreement.

22.0 **Language.** Without regard to any languages into which this Agreement may be translated, the sole reference, should there be a disagreement between different language versions of this Agreement, shall be the English language version.

23.0 **Department of Commerce Rules.** Licensee specifically agrees, as an essential part of this Agreement, that it will submit to all rules and regulations of the United States Department of Commerce, including the United States Department of Commerce Export Control.

IN WITNESS WHEREOF, the parties having read this Agreement and agreeing to be bound by same, have hereunto set their signatures.

**LICENSOR:**  
LEARN21: A Flexible Learning Collaborative,  
an Ohio non-profit corporation

**LICENSEE:**  
BY: \_\_\_\_\_

BY: William D. Fritz  
TITLE: Executive Director

TITLE: \_\_\_\_\_

Signature: *Wm. D. Fritz*

Signature: *Cathryn Elson*

Date: February 8, 2022

Date: *2/08/22*

Budget Code: 01E 005 108 151 405 011

**"SCHEDULE A"**  
License and License Fee

This Agreement includes the following Operating Services programs and pricing.

- (1) One2One Manager - a single web-based integrated tool to track assets, device assignments, and device breakage. Provides licensee with student/staff and device reporting, student behavior statistics. Provides integration with your Student Information System (SIS) and Mobile Device Management System (MDM).
- (2) License Cost - LEARN21 Operating Services
  - a. License Cost:

8300 Number of Licenses for 1 Year(s)

\$ 11,620 Total Cost

**SCHEDULE "B"****Integration Services:**

- (1) Integration Services includes LEARN21 coordinating with Licensee to integrate with Licensee Student Information System (SIS) and Mobile Device Management System (MDM) to transfer data to One2One Manager
  - a. Student Information System (SIS) – LEARN21 will extract the following data from Licensee SIS at an agreed upon interval for the purpose of use with One2One Manger. SIS extract data: student first and last name, student ID, student email, student grade, student building, parent/ guardian name and email.
  - b. Mobile Device Management System (MDM) - LEARN21 will provide Licensee the ability to extract the following data from Licensee MDM or the purpose of use with One2One Manger. MDM extract data: device serial number, device asset tag, device name, device model, device manufacturer, device location, device expiration.

## ADDENDUM 1

### Trial Term Terms and Conditions

This Addendum provides additional terms and conditions that are applicable during the Trial Term, prior to the Commencement Date for the non-trial License Agreement and is made part of the Agreement.

A1.0 The purpose of the Trial Term is to allow Licensee to test, work with, use and ask questions about LEARN21's specified software and Operating Services prior to becoming obligated to a regular term under this License Agreement. Should there be a conflict between any terms and conditions in this Addendum 1 and terms and conditions elsewhere in this Agreement, the terms in this Addendum will prevail, but only during a Trial Term.

A2.0 The Trial Term will begin on the Effective Date of this Agreement and will end on **June 30, 2022**. The Trial Term will be fee free. Licensee and LEARN21 may agree upon a setup fee during the Trial Term determined on by the Licensee and LEARN21. During the Trial Term, Licensee is not obligated to continue to use the specified software or Operating Services provided by LEARN21. Licensee may notify LEARN 21 in writing, at any time during the Trial Term, that it wishes to terminate further use. As of the date of Licensee's termination or the expiration of the Trial Term, if no PO, for continuing this Agreement, has been issued by Licensee and accepted by LEARN21, Licensee and all those whose rights to use the specified software stem from Licensee's rights, shall no longer be entitled to access or use the specified software.

A3.0 All terms and conditions in the Agreement, other than those specifically altered by this Addendum 1 for the purposes of this Trial Term, shall be in full force and effect, including, but not limited to issues of software security; the rights to access the specified LEARN21 software; the manner in which the specified software may be accessed; licensee's rights, LEARN21's rights, copyright, trademark, trade secret and other intellectual property rights; and all rights and obligations pertaining to PII.

A4.0 Should Licensee choose to continue to access and use the specified software, after the end of the Trial Term, Licensee must submit a PO acceptable to LEARN21 as set forth in the Agreement.



# HOUCK TRANSIT ADVERTISING CONTRACT

## TERMS & CONDITIONS

1. Agreement upon Acceptance. Until accepted and signed, this Agreement constitutes only an offer to purchase the advertising services described herein.
2. Term. The term of this contract is the number of periods so specified. This contract is non-cancelable as signed.
3. Approval, Indemnity. HOUCK reserves the right to reject at any time (either before or after posting) any copy, pictorial or otherwise, which is offensive to the moral standards of the community, or which is false, misleading or deceptive, or which is in violation of existing laws, or which has a tendency to induce or may result in the creation of laws designated to restrict Transit Advertising Industry, or which in the sole discretion of HOUCK in any way reflects on the character, integrity or standing of any individual, firm or corporation. The Advertiser and/or the Agency each agree to defend, indemnify and hold HOUCK harmless from any and all claims, loss, liability, judgments, costs and reasonable attorney's fees incurred by HOUCK arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement.
4. Agent's Representation. If this Agreement is executed by an Advertising Agency, Agency represents that it is duly authorized to execute this agreement on behalf of the Advertiser, and acknowledges that HOUCK may, at its option, hold both Advertiser and Agency jointly or severally, liable for the full performance of this Agreement.
5. Payment. Advertiser/Agency agrees to pay for all advertising space contracted for within the listed payment terms on page 1. A finance charge of 1.5% per month may be assessed to the account if payment is not received within terms. If this Agreement is executed by an agency, Agency understands that HOUCK may notify Advertiser in the event Agency fails to pay any invoice within thirty (30) days of invoice due date. A 3% fee will be charged on all credit card payment transactions. Online ACH transactions, eChecks or paper checks are available at no added charge.
6. HOUCK reserves the right to remove signs from buses if the Advertiser/Agency is more than sixty (60) days past the due date on any invoice.
7. Form of Credit. **Any credit due Advertiser/Agency for any reason shall be in the form of extended service.**
8. Default. In the event Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, HOUCK may, at its option, terminate this Agreement upon 5 days notice to Advertiser/Agency. Should HOUCK institute any action or proceedings to recover amounts due hereunder, Advertiser/Agency agrees to pay the full contract amount, in addition to such amounts, HOUCK's costs and disbursements, including reasonable attorney's fees and finance charges at 1.5% per month.
9. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this agreement shall be resolved in a court of appropriate jurisdiction located in Ramsey County, Minnesota. Each of the parties hereto consents and submits to the personal jurisdiction of the State and Federal courts located in Ramsey County, Minnesota.
10. Any failure or delay, in whole or in part, in providing the displays agreed to herein, resulting from acts of God, strikes, concerted action by employees or labor organizations, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of HOUCK, shall not constitute a breach of this Agreement.
11. LIMITATION OF LIABILITY. HOUCK'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES TO ADVERTISER/AGENCY RESULTING FROM HOUCK'S FAILURE TO PERFORM ANY PART OF THE SERVICES SPECIFIED HEREIN SHALL IN NO EVENT EXCEED THE PRICE OF THE DISPLAY WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HOUCK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Assignment. The rights of Advertiser/Agency hereunder are not assignable without the prior written consent of HOUCK.
13. Display Date. If display is delayed because artwork is received by HOUCK less than ten (10) days prior to Display Date, HOUCK shall bill and Advertiser/Agency shall pay for the full Display Period and the Display Period shall be deemed to commence on the date of insertion and continue for the full term.
14. Divisibility, Adjustment. In the event HOUCK is unable to perform a part of the advertising services specified herein, HOUCK reserves the right to eliminate such part. Credit for any service so eliminated shall be given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated.
15. Warranty. Any issues from a completed service that result due to the services rendered by Houck Transit Advertising and/or their subcontractors and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Houck Transit Advertising agrees to cover all costs for 1 year from date of installation for vinyl and labor expenses and schedule at the soonest available opening within a normal operating capacity given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated. Any bonus signage and any materials provided to us for installation are not warranted for any period of time.
16. In the event that both a HOUCK Advertising Company contract and Advertiser/Agency contract or purchase order are in force for the same space and there is conflicting provision, then the HOUCK contract provision shall take precedence over the Advertiser/Agency provision.
17. This contract shall not be construed to include buses in or on which advertising is not permitted.
18. Advertiser gives HOUCK permission to use photos of Advertiser's signs for self-promotion.
19. If for any reason HOUCK shall cease to have the right to maintain, control or continue the advertising on any of the buses covered by this contract, HOUCK reserves the right to cancel the advertising hereunder, as to such buses, without prejudice to this contract as to the remainder of the contract.
20. Entire Agreement. This agreement embodies the entire Agreement between the parties, and may only be changed by written agreement and signed by all parties.

### Duluth Adult Education

Advertiser/Agency Signature: \_\_\_\_\_

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

Houck Transit Advertising: \_\_\_\_\_

John Young 651.203.5066 john@houckads.com

Signed Date: 3/3/2022

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 23, 2022 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is March 23, 2022 and shall not extend beyond June 3, 2022; the contract not to exceed a total of 47 Days (attending 5 days per week. The District will pay 5 days per week @ \$92.00 per week).

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

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per week and \$920.00 in total.

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

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

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

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

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

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station at 2101 Trinity Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Julie A. Walker 41-1927587 3/30/22  
 Contractor Signature SSN/Tax ID Number Date

Jason Crane 3/18/22  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

Catherine G. [Signature] 3/30/22  
 CFO / Superintendent of Schools / Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 21, 2022 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is March 21, 2022 and shall not extend beyond June 3, 2022; the contract not to exceed a total of 20 Days (attending 2 days per week. The District will pay 2 days per week @ \$92.00 per week).

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

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

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per week and \$920.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station at 2101 Trinity Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

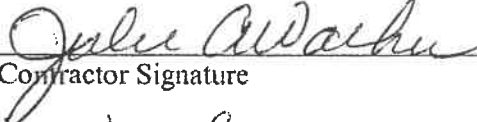
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

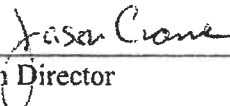
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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


41-1927587
3/30/22  
 Contractor Signature SSN/Tax ID Number Date


3/15/22  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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


3/30/22  
 CFO / Superintendent of Schools / Board Chair Date

Cabun Rve

# ISD 709 Calendar 2021-22 School Year

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

| NOVEMBER |   |   |   |    |    |    | DECEMBER |   |   |   |   |   |   | JANUARY |   |   |   |   |   |   | FEBRUARY |   |   |   |   |   |   |  |  |
|----------|---|---|---|----|----|----|----------|---|---|---|---|---|---|---------|---|---|---|---|---|---|----------|---|---|---|---|---|---|--|--|
| S        | M | T | W | T  | F  | S  | S        | M | T | W | T | F | S | S       | M | T | W | T | F | S | S        | M | T | W | T | F | S |  |  |
|          |   |   |   |    |    |    |          |   |   |   |   |   |   |         |   |   |   |   |   |   |          |   |   |   |   |   |   |  |  |
|          |   |   |   | 4  | 5  | 6  |          |   |   |   |   |   |   |         |   |   |   |   |   |   |          |   |   |   |   |   |   |  |  |
|          |   |   |   | 11 | 12 | 13 |          |   |   |   |   |   |   |         |   |   |   |   |   |   |          |   |   |   |   |   |   |  |  |
|          |   |   |   | 18 | 19 | 20 |          |   |   |   |   |   |   |         |   |   |   |   |   |   |          |   |   |   |   |   |   |  |  |
|          |   |   |   | 25 | 26 | 27 |          |   |   |   |   |   |   |         |   |   |   |   |   |   |          |   |   |   |   |   |   |  |  |

| MARCH |   |   |   |   |   |   | APRIL |   |   |   |   |   |   | MAY |   |   |   |   |   |   | JUNE |   |   |   |   |   |   |  |  |
|-------|---|---|---|---|---|---|-------|---|---|---|---|---|---|-----|---|---|---|---|---|---|------|---|---|---|---|---|---|--|--|
| S     | M | T | W | T | F | S | S     | M | T | W | T | F | S | S   | M | T | W | T | F | S | S    | M | T | W | T | F | S |  |  |
|       |   |   |   |   |   |   |       |   |   |   |   |   |   |     |   |   |   |   |   |   |      |   |   |   |   |   |   |  |  |
|       |   |   |   |   |   |   |       |   |   |   |   |   |   |     |   |   |   |   |   |   |      |   |   |   |   |   |   |  |  |
|       |   |   |   |   |   |   |       |   |   |   |   |   |   |     |   |   |   |   |   |   |      |   |   |   |   |   |   |  |  |
|       |   |   |   |   |   |   |       |   |   |   |   |   |   |     |   |   |   |   |   |   |      |   |   |   |   |   |   |  |  |
|       |   |   |   |   |   |   |       |   |   |   |   |   |   |     |   |   |   |   |   |   |      |   |   |   |   |   |   |  |  |

**KEY DATES**

- First day for Grade 1-12 students - September 7, 2021
- No school for students: [shaded boxes]
- Elementary Schools: [shaded boxes]
- High Schools and Middle Schools: [shaded boxes]
- First day for Kindergarten students - September 9, 2021
- Last day for students June 2022: [shaded boxes]
- Term 1: September 7 to January 20
- Term 2: November 8 to January 20
- Term 3: January 24 to April 1
- Term 4: April 4 to June 9
- Schools will schedule open houses and conferences

**GRADING TERMS**

• Term 1: September 7 to January 20

• Term 2: November 8 to January 20

• Term 3: January 24 to April 1

• Term 4: April 4 to June 9

**20 days**

**Duluth Public Schools**  
 Form 3001 Item #35-05-002500

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services Inc.**

This agreement is between Residential Services, Inc. 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

**Fees**

The date of service will begin *December 1, 2021* and shall not extend beyond *March 31, 2022*, the contract not to exceed *71 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$6,106.00* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, Contractor, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during confirmed weekly checks ins of attendance with the certified licensed teacher.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's home.

## **Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

## **Invoices are required to be sent within 60 days of services.**

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

## **Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

## **Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

## **Privacy of Pupil Records**

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

## Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

### 1. Workers Compensation

#### A. Statutory State Coverage

#### B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

### 2. General Liability Insurance

#### A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

#### B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

### 3. Automobile Liability Insurance including hired/ non-owned Auto.

### 4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

## **Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

## **Modification or Amendment**

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

## **Governing Laws**

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

**Residential Services Inc.**

Signed: Jan Nahn

Title: Executive Director

Date: 3/16/2022

**Duluth Public Schools**

Signed: Jackie Richard Signed: Catherine Jones

Title: Asst Director Spec Title: CFO, Duluth Public Schools

Date: 3-1-22 Date: 3/14/22

**Budget Code**

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 416 | 419 | 303 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |



**CLIENT SERVICES AGREEMENT**

**Education Division**

Soliant Health, LLC (hereafter referred to as "Soliant"), and

Duluth Public School District

whose location is

\_\_\_\_\_  
(Client Name)

4316 Rice Lake Road

Duluth MN 55811 United States

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

**1. Scope of Services.**

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

**2. Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

**3. Telepractice Services.**

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

**4. Insurance.**

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate. Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

**5. Competency and Licensing.**

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultant s who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring



## CLIENT SERVICES AGREEMENT

### Education Division

decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

#### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

#### 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

#### 9. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within thirty (30) days of receipt of invoice.**

#### 10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

#### 11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

#### 12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within seven (7) business



## CLIENT SERVICES AGREEMENT

### Education Division

days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

#### 13. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

#### 14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of workplace injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

#### 15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

#### 16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

#### 17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days. Should Consultant be unable to perform services due to failure or malfunction of their own technology or equipment, Client shall not be responsible for payment of those service hours, regardless of the minimum hours stipulated in Addendum A.



## CLIENT SERVICES AGREEMENT

### Education Division

#### 18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

#### 19. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

#### 20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

#### 21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

#### 22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

#### 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

#### 24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law,



## **CLIENT SERVICES AGREEMENT**

### **Education Division**

nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

#### **25. State Retirement System Notice.**

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

#### **26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

#### **27. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

#### **28. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

#### **29. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

#### **30. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

**CLIENT SERVICES AGREEMENT**  
Education Division



**SOLIANT HEALTH, LLC**

*Cathy Erickson*      *3/14/22*  
Client Representative Signature      Date

Cathy Erickson

Print Name

*CFO, Duluth Public Schools*  
Title

\_\_\_\_\_  
Soliant Representative Signature      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

CODE: *01E 005 420 740 305 000*

**CLIENT REQUIRED DOCUMENTS CHECKLIST**



Client: Duluth Public School District

City, State: Duluth MN 55811 United States

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

| <b>Standard Credentialing Package</b>   | <b>Optional Credentialing</b>   |
|---|---|
| <p>As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.</p> <p><b><u>PROFESSIONAL:</u></b><br/>                     Current CV / Resume<br/>                     Current Skills Checklist, if applicable<br/>                     References</p> <p><b><u>LICENSURE</u></b><br/>                     Professional License, as applicable<br/>                     Professional Certification, as applicable<br/>                     License and/or Certification Verification</p> <p><b><u>EDUCATION:</u></b><br/>                     CDC Guidelines for School Professionals<br/>                     FERPA Guidelines</p> <p><b><u>BACKGROUND:</u></b><br/>                     Criminal Background Check<br/>                     GSA Exclusion Search<br/>                     HHS/OIG Search<br/>                     Sexual Offender Search</p> <p><b><u>MEDICAL:</u></b><br/>                     Hepatitis B Vaccination / Declination form<br/>                     MMR Declination<br/>                     Physical Examination Waiver<br/>                     10-Panel Drug Screen</p> | <p>If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.</p> <div style="border: 1px solid black; height: 300px; width: 100%; margin-top: 10px;"></div> |

Credentialing Documents will be held on file at Soliant and unless specifically requested, will not be forwarded to Client.

**Orientation Details**

Will the contracted professional be permitted to attend Orientation while license is in process?  YES  NO

Will the contracted professional be permitted to start their assignment while license is in process?  YES  NO



CLIENT

**CLIENT INFORMATION REQUEST**

School, District or Business Name: Duluth Public Schools

Billing Address: 4316 Rice Lake Rd. Suite 108

City, State, Zip: Duluth, MN 55811

Contact Name to Receive Invoice: Special Services

Invoice Email: ap.vendor@isd709.org

Invoice Email CC, if applicable: \_\_\_\_\_

Contact Phone: 218-336-8740

In an effort to increase efficiency for our Clients, Soliant Health will email service invoices. Should you wish to opt out of this process, please check here

Invoice Follow-up Contact: Name: Kim LeDoux

same as above Email: kimberly.ledoux@isd709.org

Phone: 218-339-8701

Payment Inquiry Contact: Name: Brenda Vieths

same as above Email: brenda.vieths@isd709.org

Phone: 218-336-8740

**SOLIANT HEALTH, LLC**

**Correspondence Address**

*Correspondence, Contracts, Contract Addendums, Notices, etc.*

**5550 Peachtree Parkway, Suite 500**

**Peachtree Corners, GA 30092**

Fax Number: **877-831-8511**

**Remittance Address**

*Only payments should be sent to this address*

**PO Box 934411**

**Atlanta, GA 31193-4411**

**Account Representative**

Name: Will McCrary

Email: will.mccrary@soliant.com

Telephone: (770) 325-0555

**Billing Disputes, Purchase Orders, W-9 Requests**

Email: billing@soliant.com

Fax: 877-831-8511



**ADDENDUM A  
Terms of Teleservices Assignment**

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

**Assignment Details**

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

**Telepractitioner:** Nadia Iftexhar

**Client:** Duluth Public School District

**Assignment Start Date:** 01/24/2022 **Assignment End Date:** 06/09/2022

**Position:** Tele - DHH

**Hours per Week:** 12.00

**Bill Rate per Hour:** \$ 97.50 *Bill Rate is all-inclusive*

**Technology Fee:** \$ NA

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

**Miscellaneous:** Not Applicable

*\* Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

**Duluth Public School District**

Client Representative Signature

3/14/22  
Date

**SOLIANT HEALTH, LLC**

DocuSigned by:

Soliant Health Signature

1/24/2022

Date

**Cathy Erickson**

Print Name

CFO, Duluth Public Schools

**William McCrary**

Print Name

William McCrary



**ADDENDUM B  
Teleservices Provisions**

**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within seven (7) business days of alleged failure. Failure to notify VocoVision within the seven (7) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within seven (7) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

**Duluth Public School District**

*Cathy Erickson*

Client Representative Signature

*3/14/22*

Date

**SOLIANT HEALTH, LLC**

DocuSigned by:

*William McCrary*  
Soliant Health Signature

*1/24/2022*

Date

**Cathy Erickson**

Print Name

*CFO, Duluth Public Schools*

**William McCrary**

Print Name

William McCrary





**ADDENDUM D VocoVision  
Equipment Policies**

**VocoVision Damaged Equipment Policy**

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

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

**Please initial**

Handwritten initials in black ink, appearing to be "CAL".

**Packaging**

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

**Please initial**

Handwritten initials in black ink, appearing to be "CAL".



# UNIVERSITY OF MINNESOTA

**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**  
between  
**Regents of the University of Minnesota**  
through its **UMD Department of Communication Sciences and Disorders (CSD)**  
**("University")**  
and  
**Duluth Public Schools ISD 709 ("Affiliate")**

**WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION** ("Agreement"), effective 01/01/2023 through 12/31/2028 (not to exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate's site(s) for certain University students, the parties agree as follows:

**1. Description of Affiliation.**

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 This Agreement is intended, and shall be interpreted, to meet University's accreditation standards related to educational affiliation agreements.

1.3 Contact Information.

Affiliate:

Duluth Public Schools ISD 709  
Attn: Catherine Erickson, CFO/ Executive  
Director of Business Services  
4316 Rice Lake Road  
Suite 108  
Duluth, MN 55811

Phone: 218-336-8704 x3093  
E-mail: catherine.erickson@isd709.org

University:

University of Minnesota Duluth  
Attn: Ashley Weber, Director of  
Externships  
Dept. of Communication Sciences and  
Disorders

31 West College Street  
193 Chester Park  
Duluth, MN 55812  
Phone: 218-726-7992  
E-mail: ashleyw@d.umn.edu

**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 University and Affiliate each will identify, and notify each other of, a person responsible for serving as its liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The liaisons jointly will plan for:

- a. selection, assignment and orientation of students;
- b. periodic review and preparation of objectives for the instructional program; and
- c. evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either Affiliate or University and neither party shall have responsibility for payment of compensation or any employment benefits to students including, but not limited to, workers' compensation benefits.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Sections 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Students assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate's "workforce" (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University's curriculum requirements as well as the standards of its accrediting agency. Modifications to this Agreement shall be made pursuant to Section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

## 2.2. University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of students assigned to Affiliate, including the following:

- a. determination of educational goals for each student;
- b. establishing prerequisite criteria for placement of students with Affiliate—University will assign to Affiliate only those students who have satisfactorily completed the prerequisite criteria;
- c. determination of completion of the assignment;
- d. provision of educational goals and objectives for the students in the program, if required;
- e. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. final evaluation of student performance; and
- g. if Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, such Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 Students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; and annual influenza. Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 University requires students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such students have undergone the background studies prior to participation in the training program under this Agreement.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the students during the training program.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

### 2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall retain full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate will provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the training program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. A speech language pathologist holding a current Certificate of Clinical Competence from the American Speech-Language-Hearing Association must provide a minimum of twenty-five percent (25%) direct, real-time supervision meeting the provisions of ASHA Standard V-E. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate will provide for the orientation of students as to Affiliate's rules, regulations, policies and procedures, including its safety policies and procedures. Affiliate will identify and provide University and students with copies of current policies and procedures at the Affiliate site that apply to the educational experience of the students.

2.3.5 Affiliate will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' training experience under this Agreement. As set forth in Section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the training program.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to

the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

### 3. Liability Insurance and Indemnity.

3.1 University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.

3.2 University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligations under this Agreement. University's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.

3.3 Affiliate shall maintain, for itself and its employees, professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

### 4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment A; to be distributed to the (insert individual or foundation etc).

None

### 5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered invalid.

**IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

**Duluth Public Schools ISD 709**

**Regents of the University of Minnesota**

By: Jason Crane  
Name: JASON CRANE  
Title: Special Services Director  
Date: 3/7/22

By: \_\_\_\_\_  
Name: Mark Mizuko, PhD  
Title: CSD Department Head  
Date: \_\_\_\_\_

By: Cathryn E. Doer  
Name: \_\_\_\_\_  
Title: CFO, Duluth Public Schools  
Date: 3/14/22

By: \_\_\_\_\_  
Name: Scott Carlson, PhD  
Title: CEHSP Associate Dean  
Date: \_\_\_\_\_

01 E 005 420 740 305 000

By: \_\_\_\_\_  
Name: Amy Hietapelto  
Title: University of Minnesota Duluth Executive Vice Chancellor of Academic Affairs (Interim)  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jakub Tolar, MD, PhD  
Title: Dean, Medical School  
Vice President for Clinical Affairs  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**HONORARIUM TO BE PAID**

For each student placed at the Affiliate's site, the CDS Department will offer an honorarium, to be paid at the completion of the internship, as follows:

\$75.00 for a part-time internship.

\$150.00 for a full-time internship.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of March , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Herb Fineday aka Round Lake Traditions , an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** *Payment for school presentations at Myers-Wilkins Elementary School.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 7, 2022 and shall remain in effect for that day, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** One whole school assembly and 8 classroom presentations for a total of 7 hours.

3. **Background Check.** *(applies to contractors working independent with students) = N/A*  
**\*\*\*Contractor will not be working independently with students.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 150.00 hourly and \$ 1,050.00 total

**Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.** The TIN will be available to Federal and State tax authorities and State personnel involved

in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Herb Fineday JR DBA Round Lake Traditions LLC 84-2964394 3-21-22  
 Contractor Signature SSN/Tax ID Number Date  
 /s/Amy Worden, Principal - Myers-Wilkins Elementary School 3/18/22

Program Director \_\_\_\_\_ Date \_\_\_\_\_

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 540 | 203 | 313 | 305 | 324 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair 3-28-22  
Date



**Memorandum of Agreement Fiscal Year 2021-2022**

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS"), and Lowell Elementary (hereafter "Program Site") is hereby entered into and shall become effective as of the date of last signature.

**It is Mutually Agreed as Follows:**

1. COMPAS shall provide the Program Site with a Teaching Artist booking of 13 days and/or 60 hours in length. The Program Site and COMPAS together shall select the Teaching Artist(s) from the COMPAS Teaching Artist Roster, as identified on the COMPAS website. Below is the location, Teaching Artist, program, start date, end date, times of the program as well as the Teaching Artist contact information and program notes.

| Location          | Teaching Artist | Program                                     | Date       | End Date   | Time    | End Time | Teaching Artist Phone | Teaching Artist Email          |
|-------------------|-----------------|---|------------|------------|---------|----------|-----------------------|--------------------------------|
| Lowell Elementary | Christian Adeti | West African Drumming, Dance & Storytelling | 01/10/2022 | 01/28/2022 | 8:00 AM | 1:30 PM  | 651-558-8964          | titambedanceensemble@gmail.com |

**Notes**

Jan 10,11,12,13,14-4 sessions per day  
Jan 18,19,20-5 sessions per day  
Jan 24,25,26,27,28-4 sessions per day

Schedule and Planning Doc here:

[https://docs.google.com/document/d/1vw\\_ialaTe3E30Alrulln6E9yCtQCikG0NE-sTi0\\_KGM/edit](https://docs.google.com/document/d/1vw_ialaTe3E30Alrulln6E9yCtQCikG0NE-sTi0_KGM/edit)

**The Teaching Artist should contact you** before the program to plan, discuss curriculum or supply needs and to finalize details. If you don't hear from the Teaching Artist at least one-month prior to the start date, please contact them directly using the info above.

**Confidentiality Notice:** The Teaching Artist's contact information contained in this confirmation email is intended solely for the addressee(s) and cannot be shared with outside parties. If one of your peers/contacts would like to connect with your chosen Teaching Artist please direct them to contact COMPAS.

COMPAS provides Teaching Artist selection, Teaching Artist direction, supervision, access to technology such as cameras, iPads, and video equipment, resources, and logistical arrangements. COMPAS will also

provide Teaching Artist insurance, criminal background checks, necessary training, and evaluation. If requested, COMPAS can also provide Teaching Artists with PPE (Personal Protective Equipment) to minimize the spread of germs while on site.

2. In consideration of the services performed by COMPAS, the Program Site shall pay COMPAS a total of **\$1,800.00**, due and payable to COMPAS prior to the start of the project/program.

3. The Program Site shall abide by previously agreed upon stipulations of the program, including, but not limited to:

a. adherence to the agreed upon program structure, number of participants, number of sessions, days and hours. Any changes must be made with advance notice and with approval by COMPAS staff;

b. a general orientation to the program site will be provided to COMPAS Teaching Artist with information on special rules, etc., including limitations on interaction with minors or vulnerable adults (COMPAS policy available on request);

c. **Creative Classroom Residency Bookings Only:** preparation of a residency schedule, which shall adhere to the guidelines of one of the residency models (Traditional, Extended, and Abbreviated) unless otherwise noted;

d. availability of appropriate space for the program and on site needs such as space for typing and photocopying; art supply storage rehearsal/performance space, etc.;

e. assignment of a teacher/staff or other legally responsible and duly authorized adult to each group with which the Teaching Artist is working;

f. payment for Teaching Artist lodging when the Program Site is 60+ miles away from the Teaching Artist's home unless the program is covered by a COMPAS grant and explicitly agreed to;

g. promotion of the program in the Program Site's newsletter, website, blog and/or social media sites; include "COMPAS" in all publicity and refer to Teaching Artist(s) as "COMPAS Teaching Artist" before their name in all materials discussing the program; in the case of Creative Classroom residencies, dissemination of the Family Participation Guide in take-home materials, e-newsletters, etc.;

h. support for COMPAS staff and Teaching Artist when implementing photo/video permission for promotional uses;

i. completion of the COMPAS on-line evaluation by the Program Site contact person and teachers/group leaders. Links are included in the confirmation email and available from staff upon request;

4. COMPAS shall be responsible for the payment of all Teaching Artist fees, except where expressly negotiated otherwise. If material or supply fees have been agreed upon by both parties, the Teaching Artist will bill the site directly.

5. Any works produced as a part of a COMPAS project/program are subject to reprint by COMPAS at its discretion in any future COMPAS publication or advertisement.

6. If, after the Teaching Artist has been selected and program dates established, it becomes necessary to change some or all of the dates because of:

a) Teaching Artist illness or other unforeseen circumstance beyond the control of COMPAS, COMPAS shall, at its discretion, reschedule the missed day(s) with the same Teaching Artist, or another COMPAS

Teaching Artist acceptable to the Program Site, if the original Teaching Artist is not available; or bill the Program Site on a prorated basis for the amount of the program actually completed.

b) inclement weather, a strike, or other unforeseen circumstances beyond the control of the Program Site with a duration of 1-4 days, COMPAS shall reschedule the missed day(s) with the same Teaching Artist, or another, acceptable to the Program Site, if the original Teaching Artist is no longer available. If a Teaching Artist is more than 60 miles from their home and a snow day or unforeseen scheduling conflict occurs, the Program site will not be reimbursed. If the Teaching Artist is less than 60 miles from their home, COMPAS will try to reschedule missed days.

The Program Site shall be responsible for informing the Teaching Artist (at home or at local lodging) and COMPAS of any change, conflict or cancellation at the program site that shall affect the residency as scheduled. In event of Teaching Artist illness, the Teaching Artist shall inform the Program Site and COMPAS.

7. Program dates shall not be changed or cancelled due to circumstances or conflicts that could have been foreseen and/or prevented by the Program Site. **The Program Site shall incur a cancellation fee if a program is cancelled rather than rescheduled within 6 months of 15% of the program cost.**

8. In the event of a health crisis, strike, or other major event that results in the closing of The Program Site for more than a month, The Program Site will be required to pay half of the program fee on the date the program had originally been scheduled and the other half when the program is rescheduled. Programs affected by such a crisis will have six-month window in which they can be rescheduled. If the site is unable to reschedule, programming can be translated to a remote or virtual experience. If rescheduling or translating a program to another format cannot happen within six months, COMPAS will keep the initial 50% fee to cover time already expended.

9. **Online Programs:** If the Program Site purchases access to an online residency experience consisting of pre-recorded video content, the site agrees not to use the residency, workshop or performance pre-recorded video links or a recording of a live interaction after the initial program dates.

10. COMPAS pre-recorded video content is original work by COMPAS Teaching Artists. While we do our best to accompany this work by royalty-free or open-source music when appropriate, COMPAS and its artists is/are not responsible for algorithm and hosting flags that may result from hosting pre-recorded work on a third-party site such as Facebook.com.

11. **The Program Site agrees not to contract separately with identified COMPAS Roster Teaching Artist(s) for a period of at least two years following the completion of this project.**

12. **Marketing:** The Program Site agrees to include "COMPAS" in all publicity. We encourage you to promote COMPAS activities at your school or organization through your usual publicity sources.

**Social Media and Photography Releases:** Whenever possible, COMPAS promotes its programs to the public through flyers, our website, Twitter and Facebook. If pictures/recordings are taken while a Teaching Artist is on site, **please let the Teaching Artist and COMPAS staff know if there are policies regarding use of social media.**

**Ed Resources** (if included, will be mailed separately): **Family Guides** are to be copied and sent home with students or emailed to parents. **Posters** will be mailed separately for display on site.

13. **Online Programming only:** COMPAS shall make available to Program Site an online or digital copy of the Teaching Artist work. COMPAS will work with the Program Site to determine the most appropriate

platform for delivery of the work. The Program Site is granted by this Agreement only the right to access and display the work for the time agreed upon above.

The Program Site has no right to modify, copy, distribute, download, alter, or change in any way the Work to the intended educational audience. The Program Site acknowledges and agrees that it has no ownership rights to the Work and that any and all rights it may have are limited by the rights granted to COMPAS.

14. **Art Kit Programming only:** If COMPAS is providing the Program Site with Art Kits, the Program Site agrees not to photocopy, modify, reproduce or change in any way the COMPAS Art Kits without COMPAS' permission. The fee for replicating or reproducing COMPAS Art Kits is \$10 per kit and the Program Site will be invoiced for these additional costs.

15. This Agreement shall become effective as of the date of signature of both parties and shall be completed upon receipt by COMPAS of payment and required evaluation materials from Program Site.

16. COMPAS, as a non-profit organization, is reliant on granted or contributed funds from outside sources. The ability of COMPAS to carry out its responsibilities identified in this contract is dependent on receipt of outside funding. If these funds are not forthcoming, are rescinded or terminated, COMPAS reserves the right to terminate this agreement on ten days' notice without penalty to COMPAS.

**Agreed To By:**

*Dawne White* December 15, 2021  
Dawne Brown White, Executive Director, COMPAS Date

DocuSigned by:  
*Megan Bennett* 12/15/2021  
03D259C15E35481  
Authorized Program Site Official Signature Date

Megan Bennett Sta.  
Name and Title (Typed or Printed, Please)

Sra. Megan Bennett Phone 612-867-9297  
Program Site Name Telephone Number

2000 Rice Lake Road Duluth, MN 55811  
Program Site Address City, State, Zip

Unsure unsure  
Bill To Name Bill To Telephone Number

unsure unsure  
Bill To Address Bill To Email

*Catherine Erickson*  
Catherine Erickson, CFO

01 E 520 298 000 401 433



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|   |   |
|---|---|
| <b>Troy Erie</b>  | troy.erie@isd709.org  |
| Lowell Elementary School<br>2000 Rice Lake Rd, Duluth MN 55811  | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <b>Deposit:</b> You have made a reservation to stay for May 5, 2022 - May 6, 2022 with 80 participants. To hold your reservation we require a deposit of \$1,200.00. <b>This contract is valid for 30 days after receipt.</b> |   |
| <b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.                       |   |

By signing below, I agree to the terms listed above:

|  |  |             |
|--|--|-------------|
| <b>Printed Name:</b>   | <b>Title:</b>  |             |
| <b>Signed Name</b>   | <b>Date</b>  |             |
| <b>Billing Contact:</b>  | <b>Billing Address:</b>                                |             |
| <b>Billing email address:</b>  |  |             |
| <b>Cardholders Name: [] same as billing contact</b>                    | <b>Cardholders address: [] same as billing address</b> |             |
| <b>Credit Card #</b>   | <b>Exp Date:</b>                                       | <b>CVV:</b> |
| <b>If unable to pay at this time, when can we expect your deposit?</b> |  |             |

*Catherine Erickson*

Catherine Erickson, CFO

3/30/22

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: March 14, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|  |   |
|--|---|
| <b>Erica Wittmers-Graves</b>   | erica.wittmers-graves@isd709.org  |
| Lester Park School<br>5300 Glenwood Street, Duluth MN 55804  | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <b>Deposit:</b> You have made a reservation to stay for April 5, 2023 - April 7, 2023 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b> |   |
| <b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.                            |   |

By signing below, I agree to the terms listed above:

|   |  |             |
|---|--|-------------|
| <b>Printed Name:</b><br>Erica Wittmers-Graves                             | <b>Title:</b><br>Teacher   |             |
| <b>Signed Name:</b><br>Erica Wittmers                                     | <b>Date:</b><br>3/15/2022  |             |
| <b>Billing Contact:</b>   | <b>Billing Address:</b>  |             |
| <b>Billing email address:</b>   |  |             |
| <b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact | <b>Cardholders address:</b> <input type="checkbox"/> same as billing address |             |
| <b>Credit Card #</b>  | <b>Exp Date:</b>   | <b>CVV:</b> |
| <b>If unable to pay at this time, when can we expect your deposit?</b>    |  |             |

Catherine Erickson  
Catherine Erickson, CFO

3/30/22

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: February 15, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|   |   |
|---|---|
| <b>Don Lepper</b>   | donald.lepper@isd709.org  |
| Stowe Elementary<br>715 101st Avenue West, Duluth MN 55808  | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <p><b>Deposit:</b> You have made a reservation to stay for <del>September 28, 2022 - September 30, 2022</del> with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b> <i>Day Program Tuesday, April 3rd.</i></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p> |   |

By signing below, I agree to the terms listed above:

|   |  |                    |
|---|--|--------------------|
| <b>Printed Name:</b><br>Donald Lepper   | <b>Title:</b><br>Teacher Grade 5   |                    |
| <b>Signed Name</b><br><i>Donald Lepper</i>  | <b>Date</b><br>today<br>3-7-22   |                    |
| <b>Billing Contact:</b><br>Brenda VanDell   | <b>Billing Address:</b><br>Stowe Elementary School<br>715 101 <sup>st</sup> Ave W.<br>Duluth, MN 55808                           |                    |
| <b>Billing email address:</b><br>brenda.vandelle@isd709.org                                   |  |                    |
| <b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact<br>Elementary Stowe | <b>Cardholders address:</b> <input type="checkbox"/> same as billing address<br>Duluth, MN 55811<br>4316 Rice Lake Rd. Suite 108 |                    |
| <b>Credit Card #</b><br>5550 0800 0179 6957   | <b>Exp Date:</b><br>8/25   | <b>CVV:</b><br>046 |
| <b>If unable to pay at this time, when can we expect your deposit?</b>                        | Please invoice us after program.   |                    |

*Catherine Erickson*

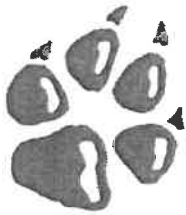
Catherine Erickson, CFO

Principal  
*3/30/22*

*[Signature]*

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: September 13, 2021



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|  |   |
|--|---|
| <b>Erica Wittmers-Graves</b>   | erica.wittmers-graves@isd709.org  |
| Lester Park School<br>5300 Glenwood Street, Duluth MN 55804  | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <p><b>Deposit:</b> You have made a reservation to stay for May 31, 2022 - May 31, 2022 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p> |   |

By signing below, I agree to the terms listed above:

|   |  |             |
|---|--|-------------|
| <b>Printed Name:</b><br>ERICA WITTMERS-GRAVES                             | <b>Title:</b><br>TEACHER   |             |
| <b>Signed Name:</b><br><i>Erica Wittmers-Graves</i>                       | <b>Date:</b><br>3-4-2022   |             |
| <b>Billing Contact:</b><br><br><b>Billing email address:</b>              | <b>Billing Address:</b>  |             |
| <b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact | <b>Cardholders address:</b> <input type="checkbox"/> same as billing address |             |
| <b>Credit Card #</b>  | <b>Exp Date:</b>   | <b>CVV:</b> |
| <b>If unable to pay at this time, when can we expect your deposit?</b>    |  |             |

*Catherine Erickson*  
Catherine Erickson, CFO

3/30/22

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: March 3, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|   |   |
|---|---|
| <b>Niki Munthe</b>  | nicole.munthe@isd709.org  |
| Homecroft Elementary<br>4784 Howard Gnesen Rd, Duluth MN 55803  | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <b>Deposit:</b> You have made a reservation to stay for May 31, 2022 - May 31, 2022 with 90 participants. To hold your reservation we require a deposit of \$1,350.00. <b>This contract is valid for 30 days after receipt.</b> |   |
| <b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>                  |   |

By signing below, I agree to the terms listed above:

|   |  |             |
|---|--|-------------|
| <b>Printed Name:</b> <i>Nicole Munthe</i>                                 | <b>Title:</b> <i>5<sup>th</sup> Grade teacher</i>                            |             |
| <b>Signed Name</b>  | <b>Date</b>  |             |
| <b>Billing Contact:</b><br><b>Billing email address:</b>                  | <b>Billing Address:</b>  |             |
| <b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact | <b>Cardholders address:</b> <input type="checkbox"/> same as billing address |             |
| <b>Credit Card #</b>  | <b>Exp Date:</b>   | <b>CVV:</b> |
| <b>If unable to pay at this time, when can we expect your deposit?</b>    |  |             |

*Catherine Erickson*

Catherine Erickson, CFO

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: March 9, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

|   |   |
|---|---|
| <b>Heather Kemp</b>   | heather.kemp@isd709.org   |
| Lakewood Elementary<br>5207 North Tischer Rd, Duluth MN 55804   | Is the Coordinator's name correct? If not, please correct below:<br>New Coordinator name:<br>Email Address: |
| <p><b>Deposit:</b> You have made a reservation to stay for April 11, 2022 - April 13, 2022 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p> |   |

By signing below, I agree to the terms listed above:

|   |  |             |
|---|--|-------------|
| <b>Printed Name:</b><br>Heather Kemp                                      | <b>Title:</b><br>5th grade teacher   |             |
| <b>Signed Name:</b><br>Heather Kemp                                       | <b>Date:</b><br>9/27/21  |             |
| <b>Billing Contact:</b><br>jerrie.soderburg@isd709.org                    | <b>Billing Address:</b><br>5207 N. Tischer Rd<br>Duluth, MN 55804            |             |
| <b>Billing email address:</b><br>jerrie.soderburg                         |  |             |
| <b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact | <b>Cardholders address:</b> <input type="checkbox"/> same as billing address |             |
| <b>Credit Card #</b>  | <b>Exp Date:</b>   | <b>CVV:</b> |
| <b>If unable to pay at this time, when can we expect your deposit?</b>    |  |             |

money on file already

*Catherine Erickson*

Catherine Erickson, CFO

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: September 27, 2021**

## REVISED AGREEMENT - MARCH 18, 2022

**THIS AGREEMENT**, made and entered into this 18th day of March , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community Schools Collaborative , an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of September 1 and shall remain in effect until June 30, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** The Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 45,830 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth MN 55802. Attn: Kelsey Gantzer , Executive Director.

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

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

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

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

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

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

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

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

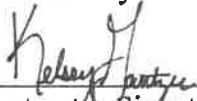
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 \_\_\_\_\_  
 Contractor Signature

**41-2002724**  
 \_\_\_\_\_  
 SSN/Tax ID Number

\_\_\_\_\_  
 3/21/2022  
 Date

Kelsey Gantzer, DCSC Executive Director  
 \_\_\_\_\_  
 Program Director

\_\_\_\_\_  
 3/21/2022  
 Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 540 | 610 | 000 | 304 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 \_\_\_\_\_  
 CFO / Superintendent of Schools / Board Chair

\_\_\_\_\_  
 3.28.22  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Dylan Hatten , an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of November 2021 and shall remain in effect until March 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20 hourly and \$240 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Liang-pi Yang , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1926 Greysolon Rd, Duluth, MN 55812 .

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

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

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

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

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

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

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

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

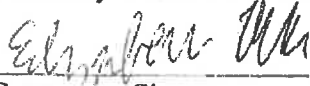
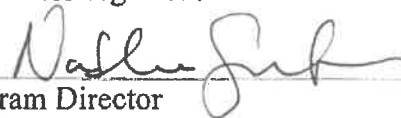
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 10/11/21  
  
 Program Director \_\_\_\_\_ Date 3/28/22

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 405 | 313 | 305 | 311 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 3/31/22

## AGREEMENT

**THIS AGREEMENT**, made and entered into this   7th   day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Hauff , an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2021 and shall remain in effect until March 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20 hourly and \$240 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Liang-pi Yang , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4028 Dublin Dr, Minnetonka MN 55345 .

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Dylan Haller \_\_\_\_\_ [REDACTED] \_\_\_\_\_ 10/11/21  
 Contractor/Signature SSN/Tax ID Number Date  
Nashua Smith \_\_\_\_\_ 3/28/22  
 Program Director Date

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

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

**Please check the appropriate line below:**

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

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 605 | 313 | 305 | 311 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Cather Elser \_\_\_\_\_ 3/31/22  
 CFO / Superintendent of Schools / Board Chair Date



THE ULTIMATE  
SURFACE EXPERIENCE

**To: David Spooner**  
**Duluth Publics Schools**  
**4405 West 4<sup>th</sup> Street**  
**Duluth, MN 55807**  
**Phone: 218.336.8700 EXT: 3232**  
**Email: [david.spooner@isd709.org](mailto:david.spooner@isd709.org)**

**February 14<sup>th</sup>, 2022**

**Re: MAINTENANCE PROPOSAL FOR DULUTH PUBLIC SCHOOLS**

---

**1-FieldTurf offers to provide maintenance services for the following FieldTurf field:**

|               |                                |                                   |
|---------------|--------------------------------|-----------------------------------|
| Field Name:   | <b>Denfeld High School</b>     | <b>Lincoln Park Middle School</b> |
| Size:         | 85,901 SQFT                    | 84,530 SQFT                       |
| Product:      | FTRV-1                         | XM-65                             |
| Install Date: | 7/10/2013                      | 6/18/2012                         |
| Field Name:   | <b>East Senior High School</b> | <b>Ordean- East Middle School</b> |
| Size:         | 85,876 SQFT                    | 106,310 SQFT                      |
| Product:      | FTOMP-1                        | Sprint Turf                       |
| Install Date: | 5/4/2012                       | 2009                              |

The scope of services under this proposal shall consist of the following on each visit offered herein:

ADVANCED CARE MAINTENANCE- SMG SportChamp maintenance sessions including: (a) a general sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface; and (b) a deep groom, sweep and rejuvenation to de-compact infill in an effort to maintain appropriate G-Max levels. This is a three step process: decompaction, brushing and infill cleaning with a vacuum rotary brush and fine groom with a power surface brush.

Overall analysis and inspection of the field and its applicable systems, including infill depth and consistency, infill migration, field edging attachments, sewn and glued seams, line verification and field inserts (inlays).

Up to eight (8) minor repairs (including sewing/adhesive failures, inlay separation, and general workmanship) to the FieldTurf surface, in the discretion of the FieldCare crew at time of visit. If necessary, additional repairs can be performed on a separate visit and at an additional cost, if applicable. Additionally, any additional warranty repairs discovered during the maintenance visit may need to be performed on a separate visit, to be scheduled on a mutually agreeable date, as the time set aside for the proposed services may not provide enough time to complete all required repairs discovered during the performance of the services.

This offer does not include the repair of *any damage to the field as a result of acts of vandalism and/or neglect*. The price includes normal wear and tear; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism, or neglect are subject to additional cost.

**Program 1- One (1) Year Agreement: Two (2) site visit to Denfeld High School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas



THE ULTIMATE  
SURFACE EXPERIENCE

**Program 2 - One (1) Year Agreement: Two (2) site visit to Lincoln Park Middle School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**Program 3 - One (1) Year Agreement: Two (2) site visit to East Senior High School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**Program 4- One (1) Year Agreement: Two (2) site visit to Ordean East Middle School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**2-The price offered is the following:**

The price is subject to an increase without notice in the event that there is an increase in raw materials, freight, or direct expenses in maintaining the grass surface. The Price is valid for a period of sixty (60) days.

**2-The price offered is the following:**

|                   |                              |                    |
|-------------------|------------------------------|--------------------|
| <b>PROGRAM 1:</b> | <b>TOTAL COST PROGRAM 1:</b> | <b>\$5,500.00</b>  |
| <b>PROGRAM 2:</b> | <b>TOTAL COST PROGRAM 2:</b> | <b>\$5,500.00</b>  |
| <b>PROGRAM 3:</b> | <b>TOTAL COST PROGRAM 3:</b> | <b>\$5,500.00</b>  |
| <b>PROGRAM 4:</b> | <b>TOTAL COST PROGRAM 4:</b> | <b>\$5,500.00</b>  |
|                   | <b>TOTAL:</b>                | <b>\$22,000.00</b> |

**3- Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present proposal, the following shall apply:**

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure;
- b) Payment shall be due within thirty (30) days of completion of each scheduled maintenance visit;
- c) Unless otherwise agreed upon and noted herein, the maintenance visit shall be performed as scheduled by the parties on an agreed-upon date;
- d) FieldTurf requires suitable access to all fields proposed herein. The suitable access area must be at least five (5) feet wide and comprised of a hard, stable or paved surface. To the extent suitable access is not provided, additional costs may apply and service delays may occur. Additionally, FieldTurf will not be responsible for damage to any access or surrounding area due to unsuitable conditions.



THE ULTIMATE  
SURFACE EXPERIENCE

- e) Accounts overdue beyond 30 days of billing will be charged at an interest rate of 1.5% per month (19.56% per annum);
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary additional charges will apply;
- g) The proposed price does not include any applicable sales or use taxes;
- h) GMax testing is specifically excluded, but can be performed at an additional cost; and
- i) In the event that FieldTurf is ultimately obliged to take collection procedures for payment, acceptor of this bid shall be liable for FieldTurf's collection costs including attorney fees and costs.

**FieldTurf, Inc.**

Per: Cody Gustafson  
Cody Gustafson, Field Care Specialist P. 847-340-8113

**READ, AGREE, AND ACCEPTED BY ADDRESSEE**

Signature: Catherine A. Erickson  
EB8E2CAC8D644B2

Print Name: Catherine A. Erickson

Date: 3/2/2022

PO #: N/A

Program Selection: 1 - 4

For FieldTurf to schedule and execute above services, a signed agreement and/or PO from the customer must be sent to FieldTurf directly.

**RETURN SIGNED AGREEMENT AND/OR PO TO:**

FieldTurf USA, Inc.  
Fax: 438.469.1355  
Email: [chelsey.brooker@fieldturf.com](mailto:chelsey.brooker@fieldturf.com)

PO/Agreement can be mailed, emailed and/or faxed

All payments should be mailed to:

FieldTurf Tarkett  
7445 Cote-de-Liesse Road  
Suite 200  
Montreal, Quebec H4T 1G2

DocuSigned by:  
Signature: David Spooner  
1AFAE2483495423

Print Name: David Spooner

Date: 2/23/2022

BUDGET CODES: 01 E 215, 220, 225, 335 810 000 350 000

Current Certificate of Insurance (COI) on file expires May 1, 2022 - RENEWED COI RECEIVED: LS

March 16, 2022

Retrofit Environmental a Division of The Retrofit Companies, Inc.  
Attn: Michelle Gwin  
1010 Hoffman Drive Suite A  
Owatonna, MN 55060

**RE: Neutralization Tank Service - Denfeld High School and Duluth East High School**

Dear Ms. Gwin:

Attached please find a copy of the agreement between ISD #709 and Retrofit Environmental a Division of The Retrofit Companies, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **March 21, 2022**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

We have received the following:


- **Insurance Certificate (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - Expiration Date 8/10/2022**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office upon project completion)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you; this will also serve as your Authorization to Proceed. If you have any questions, please call Matt Johnson at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

Enclosures

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Retrofit Environmental a Division of The Retrofit Companies, Inc. an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 16, 2022 and shall remain in effect until project completion unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Estimate Order #0109806 - Neutralization Tank Service at Denfeld High School and Duluth East High School**. This contract award is approximately \$15,451.76. Total Contract award amount to be determined through execution of this contract based upon this estimate and final disposal amounts and methods.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's **Estimate Order #0109806**;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

### 3. **Background Check. N/A**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations at approximately \$15,451.76 based upon service rates, materials and disposal as defined in the contractor's quote. Contractor is required by Minnesota Statutes,

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Retrofit Environmental a Division of The Retrofit Companies, Inc., 1010 Hoffman Dr, Ste A, Owatonna, MN 55060.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|                         |   |
|-------------------------|---|
| <u>ISD 709 Employee</u> | <u>Position</u>                             |
| Cathy Erickson          | CFO/Executive Director of Business Services |

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

|                         |                       |
|-------------------------|-----------------------|
| <u>ISD 709 Employee</u> | <u>Position</u>       |
| David Spooner           | Manager of Facilities |

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.



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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

DocuSigned by:  
  
D7527A1BBFD3436...  
 Retrofit Environmental a Division of The Retrofit Companies, Inc.      Signature      Date  
 41-1716621

SSN/Tax ID Number  
 DocuSigned by:  
  
B6DDF2E2BA6E40F  
 Program Director      Date  
 DocuSigned by:  
  
1AFAF2482495423  
 Program Director      Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 05 | E | 005 | 865 | 349 | 305 | 000 |
|----|---|-----|-----|-----|-----|-----|

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:  
  
EBBF2CAC8D644B2  
 CFO / Superintendent of Schools / Board Chair      Date  
 3/17/2022



**ESTIMATE****Retrofit Environmental**

Division of The Retrofit Companies, Inc.  
 2960 Yorkton Blvd.  
 Little Canada, MN 55117  
 1-800-274-1309

Order Number: 0109806

Order Date: 2/17/2022

Salesperson: Michelle Gwin

Customer Number: ENVEST

**Proposal for:**  
 Enviromental Estimates

**Ship To:**  
 ISD #709 Duluth Public Schools  
 330 Garfield Ave  
 Duluth, MN 55802

Confirm To:

Terms: Net 15

| Item Number         | Description  | Unit | Ordered | Price  | Amount   |
|---------------------|--|------|---------|--------|----------|
| East High School    |  |      |         |        |          |
| /HAZMISC            | Prep/Mob/Travel (per man hour)   |      | 13.00   | 85.00  | 1,105.00 |
| /HAZMISC            | HAZWOPER Labor (per man hour)  |      | 26.00   | 95.00  | 2,470.00 |
| /HAZMISC            | Per Diem (per man/night)   |      | 3.00    | 150.00 | 450.00   |
| /HAZMISC            | PPE (per man/day)  |      | 3.00    | 60.00  | 180.00   |
| /HAZMISC            | Tool Box (Tools/Safety Equip)  |      | 1.00    | 200.00 | 200.00   |
| /HAZMISC            | Confined Space Entry Gear  |      | 1.00    | 250.00 | 250.00   |
| /HAZMISC            | Drum Vacuum (per day)  |      | 1.00    | 100.00 | 100.00   |
| /HAZMISC            | Purchase and Delivery New Rock   |      | 2.00    | 200.00 | 400.00   |
| R1103               | limestone gravel, per yard<br>UN1A2 DOT Steel Drum   | EA   | 9.00    | 75.00  | 675.00   |
| /HAZMISC            | Dump Truck and Trailer (daily)   |      | 1.00    | 450.00 | 450.00   |
| H01.STAB01.55       | 55G Non regulated sludges with free liquids , bulkable , for<br>solidification to subtitle D landfill,<br>assumes Non-RCRA regulated, pending analytical results | EA   | 9.00    | 193.34 | 1,740.06 |
| /MANIFEST           | E-Manifest Program Fee   | EACH | 1.00    | 35.00  | 35.00    |
| /SHIPPING           | Haz Shipping   | EACH | 0.50    | 870.00 | 435.00   |
| /HAZMISC            | Characteristic Waste Testing   |      | 1.00    | 300.00 | 300.00   |
| Denfeld High School |  |      |         |        |          |
| /HAZMISC            | Prep/Mob/Travel (per man hour)   |      | 13.00   | 85.00  | 1,105.00 |
| /HAZMISC            | HAZWOPER Labor (per man hour)  |      | 17.00   | 95.00  | 1,615.00 |
| /HAZMISC            | Per Diem (per man/night)   |      | 3.00    | 150.00 | 450.00   |
| /HAZMISC            | PPE (per man/day)  |      | 3.00    | 60.00  | 180.00   |
| /HAZMISC            | Tool Box (Tools/Safety Equip)  |      | 1.00    | 200.00 | 200.00   |
| /HAZMISC            | Confined Space Entry Gear  |      | 1.00    | 250.00 | 250.00   |
| /HAZMISC            | Drum Vacuum (per day)  |      | 1.00    | 100.00 | 100.00   |
| /HAZMISC            | Purchase and Delivery New Rock   |      | 1.00    | 200.00 | 200.00   |

Continued

**ESTIMATE****Retrofit Environmental**

Division of The Retrofit Companies, Inc.  
 2960 Yorkton Blvd.  
 Little Canada, MN 55117  
 1-800-274-1309

Order Number: 0109806

Order Date: 2/17/2022

Salesperson: Michelle Gwin

Customer Number: ENVEST

**Proposal for:**  
 Enviromental Estimates

**Ship To:**  
 ISD #709 Duluth Public Schools  
 330 Garfield Ave  
 Duluth, MN 55802

Confirm To:

Terms: Net 15

| Item Number   | Description  | Unit | Ordered | Price  | Amount |
|---------------|--|------|---------|--------|--------|
| R1103         | limestone gravel, per yard<br>UN1A2 DOT Steel Drum   | EA   | 5.00    | 75.00  | 375.00 |
| /HAZMISC      | Dump Truck and Trailer (daily)   |      | 1.00    | 450.00 | 450.00 |
| H01.STAB01.55 | 55G Non regulated sludges with free liquids , bulkable , for<br>solidification to subtitle D landfill,<br>assumes Non-RCRA regulated, pending analytical results | EA   | 5.00    | 193.34 | 966.70 |
| /MANIFEST     | E-Manifest Program Fee   | EACH | 1.00    | 35.00  | 35.00  |
| /SHIPPING     | Haz Shipping   | EACH | 0.50    | 870.00 | 435.00 |
| /HAZMISC      | Characteristic Waste Testing   |      | 1.00    | 300.00 | 300.00 |

Does not include Tax

\*\*\*Prices Valid for 30 Days\*\*\*

\*\*\*DO NOT PAY FROM ESTIMATE\*\*\*

**Estimate Total:****\$15,451.76****We appreciate your business, and please note that:**

Disposal pricing includes all labeling, markings, profiling, manifests and/or shipping documents. All disposal pricing listed above is pending profile approval at the end facility. Quantities listed are estimates only. The final invoice will reflect actual quantities shipped and disposal methodology as determined by the end facility. If the waste received at the disposal facility differs from the profile, discrepancy or rejection fees may apply.

**Approval and Acceptance:**

The undersigned agrees and certifies that he/she is authorized to act on behalf of Customer and guarantees by his/her signature to compensate The Retrofit Companies, Inc. in full for all actual services performed, which are due and payable 15 days from invoice date unless otherwise agreed upon. All past due accounts shall accrue interest at the rate of 1.5% per month. No verbal quotations are valid or enforceable.

SIGNATURE: \_\_\_\_\_

**Revenue Contracts Signed  
March 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

| <b>Name</b>                    | <b>Amount or Estimated Amount*</b> | <b>Contract Source</b>     | <b>Description</b>         |
|--------------------------------|------------------------------------|----------------------------|----------------------------|
| Pathways to Prosperity Program | \$92,620*                          | Duluth Adult Education (R) | Supporting workforce needs |
|                                |                                    |                            |                            |
|                                |                                    |                            |                            |
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|                                |                                    |                            |                            |

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 709  
(DULUTH ADULT EDUCATION PROGRAM) AND  
CITY OF DULUTH  
FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION  
  
PATHWAYS TO PROSPERITY  
ON-RAMP TO CAREER PATHWAYS  
BRIDGE – INTRODUCTION TO HEALTHCARE CAREERS  
BRIDGE – BUILDING STRONG COMMUNITIES  
INDIVIDUALIZED CAREER PATHWAYS**

**THIS AGREEMENT**, effective as of the date of attestation by the City Clerk (“Effective Date”), by and between the **CITY OF DULUTH**, (the "City"), and **INDEPENDENT SCHOOL DISTRICT 709 on behalf of its DULUTH ADULT EDUCATION PROGRAM** (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City’s Workforce Development Department; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for four grant funds in the amount totaling One Million One Hundred Sixty-One Thousand Seven Hundred Ninety-Seven Dollars and 10/100 (\$1,161,797.10) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support workforce needs in key industries and address employment disparities in Duluth and southern St. Louis County. This program will prepare individuals with the skills needed to enter into employment in high demand occupations and/or access additional education (“the Project”). The Project Specific Plans (“PSP)/Work Plans/Budgets are attached as *Exhibit A, Exhibit B, Exhibit C, and Exhibit D*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

**1. AWARD.** The City awards a Subgrant to Grantee in the amount of Ninety-Two Thousand Six Hundred and Twenty Dollars and no/100th (\$92,620) for Grantee’s performance of its obligations under the Program Grant including:

- State Fiscal Year 22 (SFY22), On-Ramp to Career Pathways, \$19,410.00
- State Fiscal Year 23 (SFY23), On-Ramp to Career Pathways, \$18,660.00
- State Fiscal Year 22 (SFY22), Bridge - Introduction to Healthcare Careers, \$14,910.00

- State Fiscal Year 23 (SFY23), Bridge - Introduction to Healthcare Careers, \$18,660.00
  - State Fiscal Year 22 (SFY22), Bridge - Building Strong Communities, \$8,410.00
  - State Fiscal Year 23 (SFY23), Bridge - Building Strong Communities, \$8,410.00
  - State Fiscal Year 22 (SFY22), Individualized Career Pathways, \$2,080.00
  - State Fiscal Year 23 (SFY23), Individualized Career Pathways, \$2,080.00
- A. Perform the duties specified in the PSP/Work Plan/Budget for each of the four P2P grants: On-Ramp to Career Pathways attached as *Exhibit A*; Bridge - Introduction to Healthcare Careers attached as *Exhibit B*; Bridge – Building Strong Communities attached as *Exhibit C*, and Individualized Career Pathways Program attached as *Exhibit D*, and incorporated into this Agreement.
  - B. Achieve the specific enrollment, training completion, and placement targets for each grant outlined in the P2P Work Plan Summary, attached as *Exhibit E*.
  - C. Fulfill the roles and responsibilities as outline in the P2P Partner Roles and Responsibilities Summary, *Exhibit F*.
  - D. Follow all DEED policies and procedures within the required timeframes.
  - E. Provide information for quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the On-Ramp to Career Pathways, Bridge - Introduction to Healthcare Careers, Bridge - Building Strong Communities Project, and Individualized Career Pathway data.
  - F. Submit invoices outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
  - G. Coordinate with City staff on scheduling for services and/or workshops.
  - H. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
  - I. Facilitate City’s Fiscal Monitoring as outlined in the P2P Sub-Recipient Monitoring Schedule, as attached as *Exhibit G*; and assist in the completion of the DEED Pathways to Prosperity Monitoring Guide, attached hereto as *Exhibit H-Example*. Fiscal sub-recipient monitoring will be conducted once per state fiscal year (“SFY”).
  - J. Submit the completed Grantee Obligation Acknowledgement Checklist, attached as *Exhibit I*.
  - K. Develop and maintain ongoing communication with City staff.
  - L. Participate in outreach and recruitment efforts.
  - M. Complete work at the direction of the Duluth Workforce Development Director.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

**2. PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee’s default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests,

including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program for SFY22 on or before September 30, 2022, and for SFY23 on or before June 30, 2023. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first. The term of this agreement may be extended as approved by DEED on substantially the same terms as set forth herein by mutual written consent of the authorized representatives of the parties. Nothing herein guarantees any such renewal.

**4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$44,810 in the SFY 2022, and upon receipt of SFY23 funding, \$47,810 in SFY 2023 with the total amount not to exceed \$92,620. Grantee's proposed budget is outlined in the Reimbursement Payment Request and Performance Outcomes form, attached as *Exhibit J*. If the total funding allocation remains unchanged, Grantee may change how funds are allocated within the budget categories listed in *Exhibit J* with the prior written approval of the Workforce Development Director. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. For SFY 2022, a final invoice must be received by October 31, 2022; for SFY 2023 a final invoice must be received by July 30, 2023. Payment for services will be sent within 45 days of receipt of invoice.

**6. NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

**City:** City of Duluth  
Elena Foshay, Director  
Workforce Development Department  
402 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
218-730-5241  
[efoshay@duluthmn.gov](mailto:efoshay@duluthmn.gov)

**GRANTEE:** Independent School District 709  
Attn: Angie Frank  
325 W. 1<sup>st</sup> St., Suite 310  
Duluth, MN 55802  
218-336-8790

[angie.frank@isd709.org](mailto:angie.frank@isd709.org)

## 7. GENERAL CONDITIONS.

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
  2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. Grantee and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Grantee's employees or agents while so engaged, and any and all claims whatsoever on behalf of Grantee's employees and agents arising out of employment shall in no way be the responsibility of the City. Grantee's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay, and PERA.
- D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. **Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

- F. **Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.
- G. **Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
1. Public liability.
  2. Independent contractors--protective contingent liability.
  3. Personal injury.
  4. Contractual liability covering the indemnity obligations set forth herein.

## 8. ADMINISTRATIVE REQUIREMENTS.

- A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. **Records.**
1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.
  2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
  3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.
  4. *Data Practices Act.* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

- C. **Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.
- D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

#### 9. MISCELLANEOUS.

- A. **Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
- C. **Relationship of the Parties.** It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
- D. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
- E. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

**10. ENTIRE AGREEMENT.** This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**CITY OF DULUTH**

**INDEPENDENT SCHOOL DISTRICT 709**

By \_\_\_\_\_  
Mayor

By Catherine Erickson

Attest: \_\_\_\_\_

Its: CFO  
Catherine Erickson

\_\_\_\_\_  
City Clerk

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

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

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

Countersigned: \_\_\_\_\_

04 R 005 520 333 099 000

\_\_\_\_\_  
City Auditor

As to form: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**ATTACHMENTS**

**Exhibit A:** Project Specific Plan/Work Plan/Budget - P2P - On Ramp to Career Pathways Program SFY22 & SFY23 proposal and DEED contract

**Exhibit B:** Project Specific Plan/Work Plan/Budget - P2P - Bridge – Introduction to Healthcare Careers Program SFY22 & SFY23 proposal and DEED contract

**Exhibit C:** Project Specific Plan/Work Plan/Budget - P2P - Bridge - Building Strong Communities Program SFY22 & SFY23 proposal and DEED contract

**Exhibit D:** Project Specific Plan/Work Plan/Budget - P2P - Individualized Career Pathways Program SFY22 & SFY23 proposal and DEED contract

**Exhibit E:** P2P Work Plan Summary

# Civil Rights Complaint Procedure

## Purpose

Discrimination is defined as different treatment which makes a distinction of one person or group of persons from others; either intentionally, by neglect, or by actions or lack of actions based on the federally protected classes. A protected class refers to any person or group of people who have characteristics for which discrimination is prohibited based on a law, regulation or an executive order. A sponsoring organization is prohibited from discriminating based on federally protected classes specific to child nutrition programs, which includes race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

## Policy

**Duluth Public Schools, ISD 709, ensures the following civil rights requirements are met:**

- Eliminates barriers and discrimination that prevent or deter people from receiving benefits of a government-sponsored or funded program.
- Provides equal treatment to all applicants, participants, and beneficiaries in the delivery of programs and services of a federal program.
- Ensures that all applicants and participants understand their rights and responsibilities as described in [FNS 113-1: Civil Rights Compliance and Enforcement](#) guidance document.
- Shows respect and dignity to all child nutrition program participants or potential participants.

## Complaint Procedure

If anyone who participates or wants to participate in the program believes they or someone they know has been discriminated against based on the federally protected classes listed above, they have a right to file a complaint within 180 days of the alleged discrimination. The complainant and complaint must be kept confidential.

Duluth Public Schools, ISD 709, will receive civil rights complaints that have been submitted written or verbally. Anonymous complaints must be accepted and should be handled as any other complaint.

A person who wishes to submit a written complaint will be referred to the [U.S. Department of Agriculture \(USDA\) Program Discrimination Complaint Form](#).

If a complaint is received verbally and the complainant does not want to put the allegations in writing themselves, Duluth Public Schools, ISD 709 will complete the following three steps:

1. Transcribe the elements of the complaint, ensuring the following information is included:

- a. Contact Information (name, address, phone number, and/or email address of complainant) unless the complaint is anonymous.
  - b. Indication if the complaint was made verbally or in-person.
  - c. Name of site and location of the incident.
  - d. Nature of the incident.
  - e. Basis for alleged discrimination (race, color, national origin, sex, age, disability or reprisal or retaliation for prior civil rights activity).
  - f. Names, titles, business addresses, and phone numbers of any person who may have knowledge of the discriminatory action.
  - g. Date(s) when the alleged actions occurred. If the discriminatory action is ongoing, include the duration of such actions.
2. Submit the complaint to the USDA by mail or fax (information on page 5 of complaint form) or Minnesota Department of Education (MDE) at [mde.fns@state.mn.us](mailto:mde.fns@state.mn.us) within five working days for complaints alleging unlawful discrimination that include age as a basis of discrimination and five calendar days of receipt for all other civil rights complaints.
  3. Maintain records of all civil rights complaints in a secure location.

All civil rights complaints will be processed and closed within 90 days of receipt. A decision letter will be sent to the complainant.

**Name and Title of Person with Child Nutrition Program Authority (signed the Sponsor-State Agreement for Child Nutrition Programs):** Catherine Erickson

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

This procedure was initiated on \_\_\_\_\_ (MM/DD/YY) and last updated 3/23/22 (MM/DD/YY).

For more information, refer to the Minnesota Department of Education's [Civil Rights Webpage](#).

**Exhibit F:** P2P Partner Roles and Responsibilities Summary

**Exhibit G:** Fiscal and Program Monitoring Schedule

**Exhibit H:** DEED Pathways to Prosperity Monitoring Guide - Example

**Exhibit I:** Grantee Obligations Acknowledgement Checklist

**Exhibit J:** Sub-recipient Budgets (Reimbursement Payment Request and Performance Outcomes) Forms

**Exhibit A**

Master Contract Number: DULUTH2020M

Term of Master Contract: 4/1/20 - 3/31/25

Master SWIFT Contract Number: 172729

Grant ID Number: 2047800

STATE OF MINNESOTA

**PROJECT SPECIFIC PLAN (PSP)**

ORIGINAL

| GRANTOR / STATE   | GRANTEE   |
|---|---|
| Employment and Training Programs (ETP) Division<br>MN Department of Employment and Economic Development<br>1st National Bank Building, 332 Minnesota Street – Suite E200<br>Saint Paul, MN 55101-1351 | City of Duluth Workforce Development<br>402 W. First St<br>Duluth, MN 55802                   |
| GRANT MANAGER CONTACT   | GRANTEE CONTACT   |
| Name and Title: Jenilee Drilling, ACP Grant Coordinator<br>Phone: 651-259-7530<br>Email: jenilee.drilling@state.mn.us   | Name and Title: Elena Foshay; Director<br>Phone: 218-730-5241<br>Email: efoshay@duluth.mn.gov |

**Required Attachments:** Attachment 1: Work Plan  
Attachment 2: Budget  
Attachment 3: Partnership Chart  
Attachment 4: Terms & Conditions

**COMPLETED BY DEED:**

|  |   |  |                |
|--|---|--|----------------|
| <b>Program Name:</b> SFY 22 City of Duluth P2P On-Ramp |   |  |                |
| <b>Start Date<sup>1</sup>:</b>                         | Date all parties sign   | <b>SWIFT Contract Number:</b>          | 206329         |
| <b>End Date:</b>                                       | 9/30/2022   | <b>SWIFT PO Number:</b>                | 3000459425     |
| <b>Total Amount:</b>                                   | \$103,212.50  | <b>SWIFT Vendor Number + Location:</b> | 0000197681.001 |
| <b>Match / Leverage Required:</b>                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Procure-It Number:</b>              | 67431          |
|  |   | <b>NGA Number:</b>                     | 21-12          |
| <b>AFS Signature:</b> <i>Robin Culbertson</i>          |   | <b>Encumbrance Date:</b>               | 1/13/22        |

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

**Signature:** *Elena Foshay* **Date:** 01/14/22

**Printed Name and Title of Grantee's Authorized Representative:** Elena Foshay, Director City of Duluth

**APPROVED BY (GRANTOR / STATE):**

I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement indicated herein.

**Signature:** *Marc Majors* **Date:** 1/14/22

**Printed Name and Title of State's Authorized Representative:** Marc Majors, Director, Employment and Training Programs Division

<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

## SFY22 On-Ramp to Career Pathways P2P Grant Summary Sheet

| Grantee: City of Duluth  |   | Grant: 2047800           |  |
|--|---|--------------------------|--|
| 1. Organization Name:  | City of Duluth Workforce Development  |                          |  |
| 2. Director Name:  | Elena Foshay  | 3. Program Contact Name: | Betsy Hill   |
| 4. Telephone:  | 218-730-5241  | 5. Telephone:            | 218-730-5228   |
| 6. Email:  | <a href="mailto:efoshay@duluthmn.gov">efoshay@duluthmn.gov</a>  | 7. Email:                | <a href="mailto:bhill@duluthmn.gov">bhill@duluthmn.gov</a> |
| 8. Swift Vendor ID#  | 0000197681-001  | 9. DUNS#                 | 077627883  |
| 10. Organization Address:<br>402 W 1 <sup>st</sup> St., Duluth, MN 55802                                   |   |                          |  |
| <b>Program Information:</b>  |   |                          |  |
| 11. Program Name:  | On-Ramp Career Pathway Program  |                          |  |
| 12. Program Summary:   | Provide work readiness preparation and contextualized career exploration to help those with the greatest barriers to employment begin a path to a living wage career. |                          |  |
| 13. Geographic Area Served by Program:   | Southern St. Louis County   |                          |  |
| 14. Target Population Served:  | Individuals who lack a GED, score below 6 <sup>th</sup> grade in reading/math, or need additional focus on work readiness   |                          |  |
| 15. Amount of Award:   | SFY 22: \$ 103,212.50   |                          |  |
| 16. SFY 22 Projected Enrollments:  | 40  |                          |  |
| 17. SFY 22 Participants Carried over to SFY 23 Grant:  | 19  |                          |  |
| 18. Cost Per Participant Served:<br><i>amount awarded ÷ # of participants enrolled</i>                     | SFY 22: \$2,580   |                          |  |
| 19. Cost per Certificate/Credential attained:<br><i>amount awarded ÷ # certificate/credential attained</i> | SFY 22: \$3,970   |                          |  |
| 20. Cost per exit to employment:<br><i>amount awarded ÷ # exit to employment</i>                           | SFY 22: \$14,745  |                          |  |
| 21. Name of Certificate(s) to be awarded:<br><i>if applicable</i>  | Mind Over Matters and Career Quest Certificates of Completion   |                          |  |
| 22. Name of Credential(s) to be awarded:<br><i>Required for Bridge to Career Pathways</i>                  | N/A   |                          |  |
| 23. Training Providers:  | SOAR Career Solutions   |                          |  |
| 24. Compensated Partners:  | SOAR Career Solutions, Duluth Adult Education, Community Action Duluth  |                          |  |
| 25. Adult Basic Education Partner (If applicable*):  | Duluth Adult Education  |                          |  |
| 26. SNAP E&T Reimbursement Program:<br><i>(Indicate interest in applying for this program)</i>             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |                          |  |

\* Required for On-Ramp and Bridge to Career Pathways Programs

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## Attachment 1. Work Plan

### Narrative

Duluth Workforce Development (DWD), SOAR Career Solutions, Duluth Adult Education, and our many partners have built a community-wide career pathway model that offers a range of training options that lead to industry-recognized credentials and offer strong connection to employment, with multiple entry and exit points and wraparound supports. DWD seeks P2P On-ramp to Career Pathways will support work readiness and contextualized skill development for individuals who lack a GED, score below a 6<sup>th</sup> grade level in reading and/or math or need additional focus on developing work readiness skills. We will train a total of 75 individuals over two years, with exposure to career pathways in construction, manufacturing, and healthcare. Participants will earn an industry-specific work readiness certificate and move on to either employment or career pathway training through our Bridge projects. All participants will receive academic support from Duluth Adult Education (ABE), and wraparound case management through SOAR Career Solutions.

On-ramp to Career Pathways is implemented by a strong partnership that has been working together to provide career pathway training for over 10 years. Our focus is to increase the number of working age adults, especially those who are BIPOC or experience barriers to employment, to post-secondary training leading to industry-recognized credentials. Each partner brings their own strengths and contributions to ensure students get high-quality training and support to successfully enter employment and/or further education. Employers also play a key role in determining which pathways to focus on, developing curriculum, and connecting graduates to employment and further training.

### Section 2: Equity Analysis

Duluth Workforce Development helps individuals build economic self-sufficiency and achieve their potential, while helping our community build a resilient economy, through investment in our current and future workforce. We apply an equity lens to all parts of our work, seeking out voices of those historically excluded to challenge systemic inequities through our day-to-day work. SOAR has over 35 years of experience helping

no-to-low-to-moderate income individuals increase their work readiness skills, obtain a degree, certification and/or credential, and gain and maintain sustainable employment. SOAR is committed to cultivating inclusion and honoring the inherent dignity of all individuals.

**Racial Equity:** Duluth Workforce Development and its partners have collectively offered programs and services to Eligible Populations for more than 30 years. Whereas Duluth's population is about 10% people of color, over one third of the people DWD serves each year are from communities of color, particularly from the African Heritage and Indigenous communities, and just under one third have a disability. Last year, SOAR served 424 individuals with their employment needs. Of those individuals, 41% were Black, Indigenous, or People of Color. Additionally, SOAR serves those with the greatest barriers to employment. Fifteen percent of participants had no high school diploma, 51% had criminal record, 4% living with a disability, and 17% homeless/unstable housing.

Both DWD and SOAR staff and boards reflect the populations we serve. Twelve percent of DWD staff and 7% of board members identify as BIPOC, and 6% of DWD staff self-identify as having a disability. More than half of DWD staff and a third of board members are previous DWD clients, the majority as MFIP recipients or dislocated workers. Seven percent of SOAR's staff self-identify as BIPOC, and 21% identify as genderqueer. Two SOAR board members are from the low-income communities served by the organization. Both organizations actively work to recruit diverse staff and board members through a variety of proactive strategies, including partnering with BIPOC-led organizations and including a broader range of community members and partners on various workforce board committees. Both DWD and SOAR also serve on the Wealth, Entrepreneurship, and Economic Sustainability (WEES) working group, which brings community voices to the table to influence design of career pathway training programs and workforce services and played a key role in the design of this proposal. WEES members will continue working together to ensure those who are historically excluded are accessing workforce programs and services.

### Section 3: Proposed Services

On-ramp to Career Pathways is a *new* project that focuses on skilling up and preparing individuals who are interested in accessing living-wage, sustainable employment in the Construction & Skilled Trades, Manufacturing, and Healthcare industry sectors. Roughly 15% of On-ramp participants will not have a high school diploma/GED and for 1%, English is their second language.

On-ramp to Career Pathways includes all seven required components. Training is contextualized within three primary **industry sectors** – construction, manufacturing, and healthcare. All three offer multiple pathways to wage increases and career advancement. With an option to exit to employment or continue training through integration Bridge or Individualized programs, this project offers **multiple entry and exit points**. Programs are offered in **partnership** with other organizations, and will be offered with **significant involvement of employers**, as well as ABE and Community Action Duluth. Participants moving on to Bridge or Individualized training will earn **industry-recognized credentials**. All participants will be provided **comprehensive support and navigation services** throughout. All training will be **contextualized**, with curriculum components designed with employer input to ensure skills match those needed for employment.

Client services will be provided primarily by SOAR staff, who will hold responsibility for WF1 data entry. DWD will oversee performance and compliance and will be responsible for fiscal and program monitoring of subgrantees. Training will be delivered primarily in person. SOAR will provide work readiness training, ABE will provide contextualized reading and math, and CAD will teach financial literacy. Employers will provide industry and career pathway overviews. All staff involved in the program have participated in cultural competency training, including completing the Intercultural Development Inventory and participating in training workshops on diversity/inclusion, equity, and privilege.

**Expected Outcomes** Over the two-year grant period, 75 participants will be enrolled into the project, 48 will obtain their work readiness certificate in at least one of the three industry areas and/or complete their GED

and show a measurable increase in math and reading skills. Twenty-six participants will exit into employment with six entering directly into the field related to their training. Thirty-one participants will be prepared to exit into the Bridge or Individualized programs.

**Geographical Location** This project will serve individuals living in southern St. Louis County, particularly Duluth and surrounding communities. In our target area, there are 18,451 individuals over the age of 25 with no post-secondary education, and an additional 14,290 who started but did not finish a post-secondary degree. Additionally, more than 1500 individuals who lost their jobs during the pandemic remain unemployed, with the highest long-term unemployment among African Heritage and Indigenous community members. Twenty percent of households live in poverty and need access to living wage jobs - and likely higher now due to the impacts of the pandemic.

**Labor Market Demand** In the Northeast region, healthcare represents 25% of employment, and most living wage healthcare jobs require some sort of post-secondary training. There is a projected annual demand of 321 C.N.A.s, 282 Registered Nurses, 102 Medical Assistants, and 91 LPNs over the next decade. Construction represents 4.8% of employment, and along with manufacturing represents the next largest share of living wage jobs in our area. Manufacturing represents 6.4% of employment and expects to need almost 3,000 replacement workers over the next decade. Additionally, both Cirrus and ST Paper, two of our largest manufacturing employers, are planning significant expansion over the next two years. In the construction sector, roughly 35% of current workers will reach retirement age in the next decade, and the pipeline of young people entering the trades is nowhere near enough to replace these workers. Simultaneously, Duluth is seeing a long-term construction boom, with one major highway construction project underway, substantial housing and road construction projects, and a new major hospital project. All projects have workforce goals that promote employment of women, people of color, and disadvantaged workers in the construction industry.

#### **Section 4: Partnerships and Collaborations**

Duluth's Community Career Pathways model builds integrated partnerships between the City, community organizations, education/training providers, and employers. This model creates an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Family Rise Together, AICHO, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training and connection to in-demand, living-wage careers.

**Partner Roles** For On-ramp to Career Pathways, Duluth Workforce Development will provide overall project and partner coordination, assistance with recruitment, and connection to Bridge and Individualized programs. SOAR's Career Specialists will provide 1:1 comprehensive case management and navigation support, implement intake and assessments, input Workforce One data, develop and instruct work readiness curriculum development and instruction and job search and retention support. Duluth Adult Education, our ABE partner, will conduct CASAS testing to assess math/reading skills, and offer contextualized reading and math instruction that aligns with industry skills and individual needs. Employers are key partners throughout this project. Employer partners inform the occupations in highest demand, offer worksite visits, conduct mock interviews, and give priority to graduates when hiring. Our partners for this project include ME Global and Altec (Manufacturing), Northland Construction, Ames, and Kramer North America (Construction & Skilled Trades), IUOE Local 49 and Ironworkers Local Union 512 (Building Trades), and Essentia and St. Luke's (Healthcare). Employer and building trades partners will provide input for the development of work readiness curriculum for their respective industries, present industry relevant information to participants, provide workplace tours and mock interviews, and prioritize for open positions, internships, and on-the-job training opportunities.

**Section 5: Participant Recruitment, Intake, and Retention Strategy**

SOAR has over 35 years of experience helping no-to-low-to-moderate income individuals increase their work readiness skills, obtain a degree, certification and/or credential, and gain and maintain sustainable employment. Last year, SOAR served 424 individuals with their employment needs. FY20 client outcomes include: 93% enrolled in training increased work readiness skills, 55% enrolled in skills training obtained a credential, certification or degree, and 76% job searchers obtained employment at an average of \$14.44/hour.

**Outreach and Recruitment** In partnership with DWD, SOAR will recruit through outreach to community partners, including BIPOC-led organizations like AICHO, Thunderbird/Wren House, NAACP, Family Freedom Center, and Family Rise Together, as well as Community Action Duluth, Life House, and TERO offices. Community Liaisons with strong connections to target communities will also assist with outreach and recruitment, and initial navigation. DWD will also assist with earned and social media outreach, and referrals from MFIP, SNAP, and our youth program.

**Intake** Navigators collect demographic information, education and work history, and potential barriers to employment. Participants take the Employability Measure (EM), an assessment used to identify areas that may affect their ability to obtain & retain employment. Navigators support participants to address barriers identified in the EM to find safe & stable housing, address job search with a criminal background, help line up daycare options, secure reliable transportation, and secure identification documents.

Prior to enrollment, participants will complete the **CASAS** assessment administered by ABE.

Participants scoring at 6th grade level or below in math and/or reading will enroll in On-ramp to Career Pathways. Post-testing will demonstrate grade level increase of each participant. Participants will complete the **Holland Code assessment** to help identify career fields that best fit their personality & interests.

Assessment results will inform participants' **Individualized Employment Plan**, leading them to a career pathway that meets their skills, interests, and abilities. Participants demonstrating employability and interest

will enroll into one of three work readiness courses - ***Intro to Healthcare, Intro to Construction, and Intro to Manufacturing***. Each course is 45 hours and will be provided 6 times over the course of the grant period. Course curriculum/content will be ***contextualized*** for each industry and include the following topics: Math and reading comprehension, effective communication styles, reducing internal barriers with cognitive thinking patterns, digital literacy, teamwork, critical thinking, career pathways, workplace culture, wages and benefits, financial literacy, and industry requirements/eligibility. Participants will also develop a resume and job search plan, and engage with industry employers through mock interviews, presentations, and work site tours. Successful participants will demonstrate work readiness skills through assessment scores and certificate obtainment.

Participants will then work with their Navigator to enter into employment, Bridge, or Individualized training. Upon placement, Career Specialists maintain contact at least monthly for at least three months to assist participants in addressing any new barriers that may threaten long-term employment and ensure employment retention. To support retention, participants will receive incentives in the form of gas-only or retail cards at one (\$25), two (\$25), and three (\$75) months of employment. Incentives are provided with proof of employment (pay stub) and proper internal documentation.

### **Budget/Fiscal Capacity**

This proposal offers an effective and productive way to use Pathways to Prosperity funds. The On-ramp to Career Pathways utilizes the expertise of SOAR in serving those with the greatest barriers to employment, and of Duluth Adult Education in providing contextualized and individualized instruction. Through these integrated partnerships, we create a comprehensive model that offers training linked to employment opportunities, access to further education, academic support, and wraparound services that continue through at least 90 days post-placement.

**Direct Services** will support outreach and recruitment, assessment, orientation, case management, job placement, and retention support. **Direct Services-ABE** will support the assessment and instruction provided by Duluth Adult Education. **Direct Customer Training** is not included in this project, as training results in a certificate rather than an industry-recognized credential. **Support Services** includes participant support in alignment with DWD and SOAR policy. **Administrative** costs support grant administration and partner oversight, and do not exceed 10% of total costs.

The City of Duluth has been providing workforce services since 1968. With a total annual budget of \$3.2 million and a staff of 17, the Workforce Development Department is the lead implementer of workforce services for Local Area 4. In addition to convening the Duluth Workforce Development Board, we also co-chair the Regional Leadership Team implementing workforce initiatives for Region 2. The work of the department is overseen by the Director, who is part of the Mayor's leadership team and has more than a decade of leadership experience and a long career in youth and workforce development. Both DWD and SOAR are staffed by full time Navigators with many years of experience in employment services and program implementation. Their work is supported by an Operations Manager who is responsible for contract, budget, and program oversight, and a .25 FTE dedicated staff member in the auditor's office who is responsible for fiscal management. SOAR has been a 501(c)3 for 38 years with an annual budget of over \$1 million this fiscal year. Fiscal policies are updated annually, and the organization is fully insured and audited every year.

**Leveraged Funds** This project will effectively and efficiently utilize a mix of P2P and leveraged funds to serve participants not being adequately served by traditional college degree and certificate programs. By structuring training using a cohort model, we are able to provide concentrated, wraparound support to ensure participants can successfully complete training and move on to employment. Additional funds to provide continuity of services will be leveraged by co-enrolling participants with WIOA Youth and Adult, CDBG, and

MFIP Employment Services. All partners are tapping into other resources to provide in-kind administrative and program support. Employer time engaging in training is also in-kind.

**Attachment 1. Work Plan**

**Table**

Complete the Work Plan as applicable to your proposal. Use additional pages as necessary. Data entered must be numeric and must be cumulative (“snowball”) from quarter to quarter. “Average Increase in Wage/Earnings” is the difference between the average enrollment wage and average exit wage, as documented in the *Demographic Summary Report* in Workforce One-this is an average of all enrolled participants.

|  | Period 1: Grant Start Date through 12/31/21 | Period 2: Grant Start Date through 03/31/22 | Period 3: Grant Start Date through 06/30/22 | Period 4: Grant Start Date through 09/30/2022 |
|--|---|---|---|---|
| Total Participant Enrollments  | 0   | 10  | 30  | 40  |
| Total participants enrolled in training                                    | 0   | 8   | 24  | 32  |
| Total participants completing training                                     | 0   | 6   | 19  | 26  |
| Total On-Ramp Certificates attained  | 0   | 6   | 19  | 26  |
| Exits to Employment ( <i>job placement</i> )                               | 0   | 3   | 5   | 7   |
| o Exits to Employment related to training industry sector(s)               | 0   | 0   | 1   | 3   |
| Average increase in wage per hour ( <i>indicated by \$/hour increase</i> ) | \$0   | \$8.69                                      | \$8.69                                      | \$8.69  |
| Participants exited to Bridge or Post-Secondary programs                   | 0   | 4   | 4   | 5   |
| Participants transferred to second year funding                            | N/A   | N/A   | N/A   | 19  |
| All other exits  | 0   | 0   | 0   | 9   |
| All exits-Total  | 0   | 7   | 9   | 40  |

SFY22 City of Duluth On Ramp P2P 2047800

**Attachment 2: Budget**

Please complete budget form in **cumulative manner**. Leveraged funds are not required, however grantees are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories. Please see "[Fiscal – Guidance on Cost Category Definitions](#)" to determine how to categorize expenditures.

**TOTAL COST PER PARTICIPANT \$2,580** (Total award divided by the total number of participants)

| Total DEED Funds Requested |                                   |   |   |   |   |  |                     |
|----------------------------|-----------------------------------|---|---|---|---|--|---------------------|
| Office Use Only            | Cost Category                     | Period 1:<br>Grant Start Date<br>through 12/31/2021 | Period 2:<br>Grant Start Date<br>through 03/31/2022 | Period 3:<br>Grant Start Date<br>through 06/30/2022 | Period 4:<br>Grant Start Date<br>through 09/30/2022 | Total Leveraged Funds <sup>1</sup> (if applicable) | Total Project Funds |
| 833                        | Administrative Costs <sup>2</sup> | \$ -  | \$ 3,440.33   | \$ 6,880.67   | \$ 10,321   | \$ 5,161   | \$ 15,482           |
| 885                        | Direct Services                   | \$ -  | \$ 21,935.50  | \$ 43,871.00  | \$ 65,806.50  | \$ 32,903  | \$ 98,709.50        |
| 886                        | Direct Services-WR-GED-ABE        | \$ -  | \$ 6,470  | \$ 12,940   | \$ 19,410   | \$ 9,705   | \$ 29,115           |
| 838                        | Direct Customer Training          | \$ -  | \$ -  | \$ -  | \$ -  | \$ -   | \$ -                |
| 828                        | Support Services Costs            | \$ -  | \$ 2,558.33   | \$ 5,116.67   | \$ 7,675  | \$ 3,838   | \$ 11,513           |
|                            | <b>Total:</b>                     | \$ -  | \$ 34,404.16  | \$ 68,808.34  | \$ 103,212.50                                       | \$ 51,607  | \$ 154,819.50       |

<sup>1</sup> Leveraged funds are non-DEED funds (e.g., cash, in-kind contributions, or other state, federal, or private funds).

<sup>2</sup> Administrative costs cannot exceed 10% of total funds requested.

SFY22 City of Duluth On Ramp P2P 2047800

### Attachment 3. Partnership Chart

List all partner organizations that will contribute to the proposed services with/without compensation. Add additional lines as necessary. Signed letters of intent/support to contract(s) from partners explaining what they will contribute and their responsibility in operations are required for each partner.

*If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the grantee organization*

| Type of Organization (e.g. employer, educational institution, non-profit, etc.) | Name and Address of Organization  | Type of Commitment: (Case Mgmt., Training, Accounting time, Staff, Resources, Space, Referrals, etc.)   | Key Contact Person and Telephone Number | Letter of Support or Intent Enclosed as required                    | Conflict of Interest Disclosure Letter Required?                    | Anticipated total amount of compensation from Grant <sup>3</sup> | Responsible for Workforce One Data Entry                            |
|---|---|---|---|---|---|--|---|
| Non-Profit, Community Based Organization  | SOAR Career Solutions<br>205 W. 2 <sup>nd</sup> Street, Suite 101, Duluth, MN 55802 | Case management/navigation support, intake and assessments, work readiness curriculum development and instruction, job search and retention support.  | Emily Edison<br>218.722.3126            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | \$52,174   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| MDE ABE/Education Institution   | Duluth Adult Education  | CASAS assessments curriculum development, implementation of contextualized math and reading instruction, computer/technology, teamwork, problem solving, critical thinking and effective communication style instruction. | Angie Frank<br>218.336.8790             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | \$19,035   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Non-Profit, Community Based Organization  | Community Action Duluth<br>2424 W. 5 <sup>th</sup> St. #102, Duluth, MN 55806       | Development and delivery of financial literacy training, C.N.A training   | Jeff Longenecker<br>218.726.1665        | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | \$1,000  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

<sup>3</sup> Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

SFY22 City of Duluth On Ramp P2P 2047800

|          |  |  |   |  |   |  |
|----------|--|--|---|--|---|--|
| Employer | Northland Construction<br>4843 Rice Lake Road,<br>Duluth, MN 55803 | Provide input for the development of work readiness curriculum for Construction & Skilled Trades, present industry relevant information to participants, provide workplace tours (pending COVID/Delta), implement mock interviews and prioritize graduates of the On-ramp for open positions, internships and on-the-job training opportunities. | Craig Ploetz<br>218.722.8170                                      | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | ME Global Inc<br>200 E. Carterett St.<br>Duluth, MN 55808          | Provide input for the development of work readiness curriculum for Manufacturing industry, present industry relevant information to participants, provide workplace tours (pending COVID/Delta), implement mock interviews and prioritize graduates of the On-ramp for open positions, internships and on-the-job training opportunities.        | Matt Christensen,<br>HR Manager<br>218-213-9557                   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | Altec<br>1255 Port Terminal Dr.<br>Duluth, MN 55816                | Provide input for the development of work readiness curriculum for Manufacturing industry, present industry relevant information to participants, provide workplace tours (pending COVID/Delta), implement mock interviews and prioritize graduates of the On-ramp for open positions, internships and on-the-job training opportunities.        | Deanna Oswald<br>Human Resources<br>218-733-1275                  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | Essentia Health<br>502 E 2 <sup>nd</sup> St<br>Duluth, MN 55805    | Input on Intro to Healthcare training curriculum, class visits<br>Potential employment after graduation  | Shawn Herhusky,<br>Manager,<br>Workforce Strategy<br>218-786-4824 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

# TERMS & CONDITIONS

## DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This exhibit provides the 1) Contacts, 2) Funding Information and Limitations, 3) Items required during the Grant Period, 4) Special Administrative Provisions Required and 5) Annual Items, sent on First Award of Fiscal Year.

### 1) CONTACTS:

Marc Majors  
Director, Employment & Training Programs  
(651) 259-7595  
[Marc.Majors@state.mn.us](mailto:Marc.Majors@state.mn.us)

Enock Kakuuku  
Adult Career Pathways Program Coordinator  
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Fiscal/ Finance Activities  
(651) 259-7589  
[Colleen.Schwab@state.mn.us](mailto:Colleen.Schwab@state.mn.us)

**Reimbursement Payment Request (RPR) Submittal Address:**

[DEED.FSR@state.mn.us](mailto:DEED.FSR@state.mn.us)

**Workforce One website for submitting service desk ticket:**

<https://apps.deed.state.mn.us/survey/ticket.shtml>

### 2) FUNDING INFORMATION AND LIMITATIONS:

**DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>

**Cost Category Definitions:** See Planning Instructions

**Administration Limit:** No more than ten percent (10%) may be expended for administration

## ATTACHMENT 4

### 3) ITEMS REQUIRED DURING THE GRANT PERIOD:

**Grant Program Monitoring Guide**– Complete and return to program monitor when instructed to do so.

**As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion)** – Due no later than the 20th of the month following the preceding month end (i.e. July, 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

**Progress Report Format** – Completed Quarterly

### 4) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made ([Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016](#)). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards ([2CFR 200.311](#)). Grantees are responsible for review, interpretation, and application of these regulations.

### 5) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

*If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.*

**Fiscal Monitoring Guide** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Annual Assessment** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**EO ADA Annual Assessment** – Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Exhibit B**

Master Contract Number: DULUTH2020M

Term of Master Contract: 4/1/20 - 3/31/25

Master SWIFT Contract Number: 172729

Grant ID Number: 2047801

STATE OF MINNESOTA  
**PROJECT SPECIFIC PLAN (PSP)**  
 ORIGINAL

| GRANTOR / STATE   | GRANTEE   |
|---|---|
| Employment and Training Programs (ETP) Division<br>MN Department of Employment and Economic Development<br>1st National Bank Building, 332 Minnesota Street – Suite E200<br>Saint Paul, MN 55101-1351 | City of Duluth Workforce Development<br>402 W. First St<br>Duluth, MN 55802                   |
| GRANT MANAGER CONTACT   | GRANTEE CONTACT   |
| Name and Title: Jenilee Drilling, ACP Grant Coordinator<br>Phone: 651-259-7530<br>Email: jenilee.drilling@state.mn.us   | Name and Title: Elena Foshay; Director<br>Phone: 218-730-5241<br>Email: efoshay@duluth.mn.gov |

**Required Attachments:** Attachment 1: Work Plan  
 Attachment 2: Budget  
 Attachment 3: Partnership Chart  
 Attachment 4: Terms & Conditions

**COMPLETED BY DEED:**

| Program Name: SFY 22 City of Duluth P2P Bridge (Healthcare) |   |                                 |                |
|---|---|---------------------------------|----------------|
| Start Date <sup>1</sup> :                                   | Date all parties sign   | SWIFT Contract Number:          | 206179         |
| End Date:   | 9/30/2022   | SWIFT PO Number:                | 3000459056     |
| Total Amount:   | \$200,000   | SWIFT Vendor Number + Location: | 0000197681-001 |
| Match / Leverage Required:                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Procure-It Number:              | 67335          |
|   |   | NGA Number:                     | 21-10          |
| AFS Signature: <i>Robin Culbertson</i>                      |   | Encumbrance Date:               | 1/11/22        |

**SUBMITTED BY GRANTEE:**

|  |                |
|--|----------------|
| I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee. |                |
| Signature: <i>Elena Foshay</i>   | Date: 01/12/22 |
| Printed Name and Title of Grantee's Authorized Representative: Elena Foshay, Director City of Duluth   |                |

**APPROVED BY (GRANTOR / STATE):**

|  |               |
|--|---------------|
| I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement indicated herein. |               |
| Signature: <i>Marc Majors</i>  | Date: 1/13/22 |
| Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division                    |               |

<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

## SFY22 Bridge to Career Pathways P2P Grant Summary Sheet

| Grantee: City of Duluth  |  | Grant #: 2047801         |  |
|--|--|--------------------------|--|
| 1. Organization Name:  | <i>City of Duluth Workforce Development</i>  |                          |  |
| 2. Director Name:  | <i>Elena Foshay</i>  | 3. Program Contact Name: | <i>Betsy Hill</i>  |
| 4. Telephone:  | <i>218-730-5241</i>  | 5. Telephone:            | <i>218-730-5228</i>  |
| 6. Email:  | <a href="mailto:efoshay@duluthmn.gov">efoshay@duluthmn.gov</a>   | 7. Email:                | <a href="mailto:bhill@duluthmn.gov">bhill@duluthmn.gov</a> |
| 8. Swift Vendor ID#  | <i>0000197681-001</i>  | 9. DUNS#                 | <i>077627883</i>   |
| 10. Organization Address:<br><i>402 W 1<sup>st</sup> St., Duluth, MN 55802</i>                             |  |                          |  |
| <b>Program Information:</b>  |  |                          |  |
| 11. Program Name:  | <i>Bridge to Healthcare Careers</i>  |                          |  |
| 12. Program Summary:   | <i>Provide training for entry level, in-demand occupations in the healthcare industry with strong connection to employment and further training opportunities.</i> |                          |  |
| 13. Geographic Area Served by Program:   | <i>Southern St. Louis County</i>   |                          |  |
| 14. Target Population Served:  | <i>Individuals eligible under P2P guidelines</i>   |                          |  |
| 15. Amount of Award:   | <i>SFY 22: \$200,000</i>   |                          |  |
| 16. SFY 22 Projected Enrollments:  | <i>37</i>  |                          |  |
| 17. SFY 22 Participants Carried over to SFY 23 Grant:  | <i>13</i>  |                          |  |
| 18. Cost Per Participant Served:<br><i>amount awarded ÷ # of participants enrolled</i>                     | <i>SFY 22: \$ 5,405</i>  |                          |  |
| 19. Cost per Certificate/Credential attained:<br><i>amount awarded ÷ # certificate/credential attained</i> | <i>SFY 22: \$7,407</i>   |                          |  |
| 20. Cost per exit to employment:<br><i>amount awarded ÷ # exit to employment</i>                           | <i>SFY 22: \$ 11,765</i>   |                          |  |
| 21. Name of Certificate(s) to be awarded:<br><i>if applicable</i>  | <i>N/A</i>   |                          |  |
| 22. Name of Credential(s) to be awarded:<br><i>Required for Bridge to Career Pathways</i>                  | <i>Certified Nursing Assistant, Trained Medication Aide, Health Services Certificate</i>   |                          |  |
| 23. Training Providers:  | <i>Lake Superior College</i>   |                          |  |
| 24. Compensated Partners:  | <i>SOAR Career Solutions, Duluth Adult Education, Lake Superior College, Community Action Duluth</i>   |                          |  |
| 25. Adult Basic Education Partner (If applicable*):  | <i>Duluth Adult Education</i>  |                          |  |
| 26. SNAP E&T Reimbursement Program:<br><i>(Indicate interest in applying for this program)</i>             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                          |  |

\* Required for On-Ramp and Bridge to Career Pathways Programs

## Attachment 1. Work Plan

### Narrative

Duluth Workforce Development (DWD) and our partners have built a community-wide career pathway model that offers a range of training options that lead to industry-recognized credentials and offer strong connection to employment, with multiple entry and exit points and wraparound supports. DWD seeks P2P Bridge funding to support career pathway training in the healthcare sector. We will train a total of 86 individuals over two years for occupations that offer an entry point into healthcare with multiple opportunities for career advancement. Certified Nursing Assistant (C.N.A.) participants will have the option to continue to earn their Trained Medication Aide certificate. Both C.N.A. and Health Services participants will also have the option to earn college credit and be able to continue on to additional post-secondary training at Lake Superior College. All participants will receive academic support from Duluth Adult Education (ABE), and wraparound case management through DWD and SOAR Career Solutions.

Bridge to Healthcare Careers is implemented by a strong partnership that has been working together to provide career pathway training for over 10 years. Our focus is to increase the number of working age adults, especially those who are BIPOC or experience barriers to employment, to post-secondary training leading to industry-recognized credentials. Each partner brings their own strengths and contributions to ensure students get high-quality training and support to successfully enter employment and/or further education. Employers also play a key role in determining which pathways to focus on, developing curriculum, and connecting graduates to employment and further training.

### Section 2: Equity Analysis

Duluth Workforce Development helps individuals build economic self-sufficiency and achieve their potential, while helping our community build a resilient economy, through investment in our current and future workforce. We do this by recognizing everyone's potential and using a person-centered approach to provide individualized coaching and support, personal and career-focused skill development, and connection to

training and other resources. We apply an equity lens to all parts of our work, seeking out voices of those historically excluded to challenge systemic inequities through our day-to-day work. We also take a Trauma Informed Care approach, which acknowledges and addresses both immediate and historical trauma that might impact our clients and their ability to achieve employment and educational goals.

**Racial Equity** Duluth Workforce Development and its partners have collectively offered programs and services to Eligible Populations for more than 30 years. Whereas Duluth’s population is about 10% people of color, over one third of the people DWD serves each year are from communities of color, particularly from the African Heritage and Indigenous communities, and just under one third have a disability. SOAR Career Solutions, our key partner in this project, has a specific focus on those with the greatest barriers – including the long term unemployed and those who are low-income, homeless, or have a criminal background. Both DWD staff and boards reflect the populations we serve. Twelve percent of DWD staff and 7% of board members identify as BIPOC, and 6% of DWD staff self-identify as having a disability. More than half of DWD staff and a third of board members are previous DWD clients, the majority as MFIP recipients or dislocated workers. We continue to actively work to recruit diverse staff and board members through a variety of proactive strategies, including partnering with BIPOC-led organizations and including a broader range of community members and partners on various workforce board committees. Both DWD, SOAR, and CAD also serve on the Wealth, Entrepreneurship, and Economic Sustainability (WEES) working group, which brings community voices to the table to influence design of career pathway training programs and workforce services and played a key role in the design of this proposal. WEES members will continue working together to ensure those who are historically excluded are accessing workforce programs and services.

### **Section 3: Proposed Services**

Duluth Workforce Development’s Bridge to Healthcare Careers builds on close to a decade of success offering employer-driven career pathway training to Eligible Populations, focused on a variety of occupations and with

active engagement of a range of partners. As the population in Duluth and surrounding communities includes a very small number of foreign-born residents, it is unlikely that participants receiving services will be immigrants or individuals for whom English is a second language. Additionally, a high school diploma or GED is a prerequisite for employment in the occupations targeted by this project, so it will be required for entry into the Bridge program.

This project builds on an existing program, with new innovations to better connect participants to living wage jobs and career advancement. Our C.N.A. training adds a Trained Medication Aide component for participants who earn an additional credential and offers a class option through a new partner that provides evening hours and childcare. The Health Services curriculum has been adapted to more directly respond to skill needs identified by employers, and to include college credit that can apply toward a Medical Assistant degree.

The Bridge to Healthcare Careers program includes all seven required components. Training focuses on our most in-demand **industry sector** – healthcare, preparing participants for high growth occupations. Through integration with On-ramp and Individualized programs, this project offers **multiple entry and exit points**, with strong connection to additional post-secondary training. Both C.N.A. and Health Services pathways offer a college credit option, and fulfill prerequisites for LPN, RN, and Medical Assistant programs. Programs are offered in **partnership** with other organizations, and were designed with **significant involvement of employers**, as well as ABE, Lake Superior College, and community organizations. Participants completing Bridge training will earn **industry-recognized credentials**. C.N.A. participants will earn their credential and complete all steps to be added to the registry and will have the option to complete their Trained Medication Aide certification. Health Services participants will earn an industry-recognized credential and complete two required prerequisites for the Medical Assistant program – Medical Terminology and Microsoft Office. All participants will be provided **comprehensive support and navigation services**

throughout. All training will be **contextualized**, with curriculum components designed with employer input to ensure skills match those needed for employment.

Client services will be provided by DWD and SOAR staff, who will hold responsibility for WF1 data entry. DWD will oversee performance and compliance and will be responsible for fiscal and program monitoring of subgrantees. Training will be delivered on-site at Lake Superior College and Community Action Duluth. All staff involved in the program have participated in cultural competency training, including completing the Intercultural Development Inventory and participating in training workshops on diversity/inclusion, equity, and privilege.

### ***Expected Outcomes***

Of the 86 individuals enrolled in this grant for both years of the grant, 76 will enroll in training and 85% will graduate. Of those who earn their credential, 90% will exit to employment or further post-secondary education with a 100% goal of 90-day retention.

***Geographical Location*** This project will serve individuals living in southern St. Louis County, particularly Duluth and surrounding communities. In our target area, there are 18,451 individuals over the age of 25 with no post-secondary education, and an additional 14,290 who started but did not finish a post-secondary degree. Additionally, more than 1500 individuals who lost their jobs during the pandemic remain unemployed, with the highest long-term unemployment among African Heritage and Indigenous community members. Twenty percent of households live in poverty and need access to living wage jobs - and likely higher now due to the impacts of the pandemic.

***Labor Market Demand*** In the Northeast region, healthcare represents 25% of employment, and most living wage healthcare jobs require some sort of post-secondary training. There is a projected annual demand of 321 C.N.A.s, 282 Registered Nurses, 102 Medical Assistants, and 91 LPNs over the next decade. At last count, Essentia Health, our largest hospital system, had more than 1200 job openings. Long term care facilities

everyone in the region struggle to find staff, with C.N.A.s as the highest need. All healthcare employers have lost staff due to the strain of the pandemic and are in desperate need of staff at all levels. To help attract and retain staff, Essentia Health has begun offering a tuition assistance to support training in high-demand occupations that are difficult to fill. C.N.A.s are one of the prime targets of these programs, which offer multiple opportunities for advancement.

### **Partnerships and Collaborations**

Duluth's Community Career Pathways model builds integrated partnerships between the City, community organizations, education/training providers, and employers. This model creates an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Family Rise Together, AICHO, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training and connection to in-demand, living-wage careers.

**Partner Roles** For the Bridge to Healthcare Careers program, SOAR Career Solutions and Duluth Workforce Development will share responsibility for recruitment, enrollment, intake, and navigation services. Both share a decade of experience providing career pathway training. Duluth Adult Education, our ABE partner, will conduct CASAS testing to assess math/reading skills, and offer academic support before and during training classes. For the C.N.A., TMA, and Health Services classes, Lake Superior College will provide technical instruction and ABE will teach study skills and digital literacy and offer structured lab time to supplement technical instruction. We will also offer one C.N.A. class through Community Action Duluth, which will be taught in the evening and include child care during class time.

Employers are key partners throughout this project. The pathways were selected based on employer input about workforce needs, as well as their accessibility as entry points with strong connections to

additional post-secondary training. Employer partners inform the curriculum, visit classes, offer worksite visits, conduct mock interviews, and give priority to graduates when hiring. Our partners include several long-term care providers – Ecumen, Chris Jensen, Franciscan, and Viewcrest, as well as Essentia Health and St. Luke's, our two large hospital systems.

### **Participant Recruitment, Intake, and Retention Strategy**

The Bridge to Healthcare Careers program will serve a total of 86 individuals over two years, through enrollment in one of two career pathway options. Participants will be supported by navigators who will follow them through intake, training, graduation, and placement into employment or further education. To recruit participants, we will utilize two innovative strategies that have will help both expand and deepen our impact. The first is an Intro to Healthcare workshop, a four-hour evening workshop that provides an overview of the range of healthcare career options in our community. This workshop will be offered several times per year in a variety of locations and co-hosted by partner organizations. It will serve as an initial entry point, with pre-screening to determine the best training pathway for the individual. The second strategy is outreach conducted by Community Liaisons. DWD has a team of four liaisons who are deeply connected to the BIPOC community. They assist with outreach and recruitment and serve as trusted advisors to help with navigating barriers to employment. The liaison team meets regularly with DWD Navigators to communicate and collaborate on recruitment and retention. In addition, many participants will come through On-ramp.

After applying, all participants will be assessed to determine whether On-ramp, Bridge, or Individualized is the best path, based on math/reading skills and career interests and goals. Once it is determined that a Bridge to Healthcare Careers training class is the right path, the Navigator conducts a comprehensive intake that assesses work and educational history, skills and strengths, and any barriers to employment. The participant and Navigator collaborate to write an Individual Employment Plan, which is revisited at least once per year. Supportive services needs are identified and made available, including

transportation assistance and work clothes/shoes. During training, Navigators visit the class at least one per week to check in on participants and instructors. After training is completed, Navigators remain in frequent contact to focus on job placement, continued education, and additional support needs. Once placed in education or employment, Navigators continue to check in at least once per month for the first 90 days to ensure placement is successful. Participants who choose may stay in touch longer, and often continue to provide updates or return for additional services.

We have demonstrated success providing job training and placement for hard-to-train individuals. Through our 2018-2019 P2P, we served 83 individuals (65 trained bridge/integrated classes), with a 74% graduation rate. Of those who graduated, 88% were placed in employment. In 2020-2021, years which were significantly impacted by the pandemic, we have served 75 individuals to date (61 trained through bridge/integrated classes). Of those who completed training, 21 have so far been placed in employment, with the remaining participants still enrolled and working toward their education/employment goals. To support retention, participants will receive incentives in the form of gas-only or retail cards at one (\$25), two (\$25), and three (\$50) months of employment/apprenticeship. Incentives are provided with proof of employment (pay stub) and/or apprenticeship (state-issued apprenticeship agreement) and proper internal documentation.

### **Budget/Fiscal Capacity**

This proposal offers an effective and productive way to use Pathways to Prosperity funds. The Bridge to Healthcare Careers project brings multiple partners under one comprehensive program that actively integrates with both On-ramp and Individualized pathways. Through these integrated partnerships and programs, we create a comprehensive model that offers training linked to employment opportunities, access to further education, academic support, and wraparound services that continue through at least 90 days post-placement.

**Direct Services** will support outreach and recruitment, assessment, orientation, case management, job placement, and retention support. **Direct Services-ABE** will support the assessment and academic support provided by Duluth Adult Education. **Direct Customer Training** will support technical instruction leading to industry-recognized credentials. Fees for required background checks are also included here. **Support Services** includes participant support in alignment with DWD policy. **Administrative** costs support grant administration and partner oversight, and do not exceed 10% of total costs.

The City of Duluth has been providing workforce services since 1968. With a total annual budget of \$3.2 million and a staff of 17, the Workforce Development Department is the lead implementer of workforce services for Local Area 4. In addition to convening the Duluth Workforce Development Board, we also co-chair the Regional Leadership Team implementing workforce initiatives for Region 2. The work of the department is overseen by the Director, who is part of the Mayor's leadership team and has more than a decade of leadership experience and a long career in youth and workforce development. Both DWD and SOAR are staffed by full time Navigators with many years of experience in employment services and program implementation. Their work is supported by an Operations Manager who is responsible for contract, budget, and program oversight, and a .25 FTE dedicated staff member in the auditor's office who is responsible for fiscal management.

**Leveraged Funds** This project will effectively and efficiently utilize a mix of P2P and leveraged funds to serve participants not being adequately served by traditional college degree and certificate programs. By structuring training using a cohort model, we are able to provide concentrated, wraparound support to ensure participants can successfully complete training and move on to employment.

Additional funds to provide continuity of services before and after participation in the Bridge program will be leveraged by co-enrolling participants with WIOA Youth and Adult, CDBG, and MFIP Employment Services. All partners are tapping into other resources to provide in-kind administrative and program

management support. ABE will provide in-kind support for curriculum design and program administration. Lake Superior College is providing additional in-kind support in the form of classroom space, on-campus office space, materials and equipment, and curriculum development. Employer time engaging in training is also in-kind. Leveraged funds will allow us to sustain some level of services to eligible populations beyond the grant period, and we will continue to seek out other resources to sustain our community career pathways model in the long-term.

SFY22 City of Duluth Bridge to Career Pathway P2P #2047801

**Attachment 1. Work Plan**

**Table**

Complete the Work Plan as applicable to your proposal. Use additional pages as necessary. Data entered must be numeric and must be cumulative ("snowball") from quarter to quarter. "Average Increase in Wage/Earnings" is the difference between the average enrollment wage and average exit wage, as documented in the *Demographic Summary Report in Workforce One*-this is an average of all enrolled participants.

|   | Period 1: Grant Start Date through 12/31/21 | Period 2: Grant Start Date through 03/31/22 | Period 3: Grant Start Date through 06/30/22 | Period 4: Grant Start Date through 09/30/2022 |
|---|---|---|---|---|
| Total Participant Enrollments   | 0   | 10  | 22  | 37  |
| Total participants enrolled in training   | 0   | 10  | 21  | 33  |
| Total participants completing training  | 0   | 8   | 17  | 27  |
| Industry-recognized Credentials attained  | 0   | 8   | 17  | 27  |
| Exits to Employment ( <i>Job placement</i> )  | 0   | 0   | 10  | 17  |
| <ul style="list-style-type: none"> <li>○ Exits to Employment related to training industry sector(s)</li> <li>○ Exits to Employment at or above \$15/hour</li> </ul> | 0   | 0   | 9   | 16  |
| Average increase in wage per hour ( <i>indicated by \$/hour increase</i> )  | \$0   | \$0   | \$5.50                                      | \$5.50  |
| Participants exited to Post-Secondary programs  | 0   | 0   | 0   | 2   |
| Participants transferred to second year funding   | N/A   | N/A   | N/A   | 13  |
| All other exits   | 0   | 0   | 3   | 5   |
| All exits-Total   | 0   | 0   | 13  | 37  |

SFY22 City of Duluth Bridge to Career Pathway P2P #2047801

**Attachment 2: Budget**

Please complete budget form in **cumulative manner**. Leveraged funds are not required, however grantees are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories. Please see [“Fiscal – Guidance on Cost Category Definitions”](#) to determine how to categorize expenditures.

**TOTAL COST PER PARTICIPANT \$5,405** (Total award divided by the total number of participants)

| Total DEED Funds Requested |   |   |   |   |   |  | Total Project Funds |
|----------------------------|---|---|---|---|---|--|---------------------|
| Office Use Only            | Cost Category                           | Period 1:<br>Grant Start Date<br>through 12/31/2021 | Period 2:<br>Grant Start Date<br>through 03/31/2022 | Period 3:<br>Grant Start Date<br>through 06/30/2022 | Period 4:<br>Grant Start Date<br>through 09/30/2022 | Total Leveraged<br>Funds <sup>1</sup> (if<br>applicable) | Total Project Funds |
| 833                        | <b>Administrative Costs<sup>2</sup></b> | \$ -  | \$ 6,667  | \$ 13,333.33  | \$ 20,000   | \$ 10,000  | \$ 30,000           |
| 885                        | <b>Direct Services</b>                  | \$ -  | \$ 32,908   | \$ 65,816   | \$ 98,724   | \$ 34,400  | \$ 133,124          |
| 886                        | <b>Direct Services-WR-GED-ABE</b>       | \$ -  | \$ 4,970  | \$ 9,940  | \$ 14,910   | \$ -   | \$ 14,910           |
| 838                        | <b>Direct Customer Training</b>         | \$ -  | \$ 18,171   | \$ 36,342.07  | \$ 54,513   | \$ 3,000   | \$ 57,513           |
| 828                        | <b>Support Services Costs</b>           | \$ -  | \$ 3,951  | \$ 7,901.93   | \$ 11,853   | \$ 5,600   | \$ 17,453           |
|                            | <b>Total:</b>                           | \$ -  | \$ 66,667   | \$ 133,333.33                                       | \$ 200,000  | \$ 53,000  | \$ 253,000          |

<sup>1</sup> Leveraged funds are non-DEED funds (e.g., cash, in-kind contributions, or other state, federal, or private funds).

<sup>2</sup> Administrative costs cannot exceed 10% of total funds requested.

SFY22 City of Duluth Bridge to Career Pathway P2P #2047801

### Attachment 3. Partnership Chart

List all partner organizations that will contribute to the proposed services with/without compensation. Add additional lines as necessary. Signed letters of intent/support to contract(s) from partners explaining what they will contribute and their responsibility in operations are required for each partner.

If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the grantee organization

| Type of Organization (e.g. employer, educational institution, non-profit, etc.) | Name and Address of Organization  | Type of Commitment: (Case Mgmt., Training, Accounting time, Staff, Resources, Space, Referrals, etc.)   | Key Contact Person and Telephone Number | Letter of Support or Intent Enclosed as required                       | Conflict of Interest Disclosure Letter Required?                       | Anticipated total amount of compensation from Grant <sup>3</sup> | Responsible for Workforce One Data Entry                               |
|---|---|---|---|--|--|--|--|
| Non-Profit, Community Based Organization  | SOAR Career Solutions<br>205 W. 2 <sup>nd</sup> Street,<br>Suite 101, Duluth,<br>MN 55802 | Case management/<br>navigation support, intake<br>and assessments, job search<br>and retention support. | Emily Edison<br>218.722.3126            | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$38,916.80  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| MDE ABE/Education Institution   | Duluth Adult Education  | CASAS assessments<br>curriculum development,<br>contextualized instruction                              | Patty Fleege<br>218.336.8790            | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$14,910   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Non-profit Community-based Organization   | Community Action Duluth   | Development and delivery of<br>financial literacy training,<br>C.N.A training                           | Jeff Longenecker<br>218.726.1665        | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$10,222   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

<sup>3</sup> Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

SFY22 City of Duluth Bridge to Career Pathway P2P #2047801

|                                |   |  |  |  |  |          |  |  |  |
|--------------------------------|---|--|--|--|--|----------|--|--|--|
|                                | 2424 W. 5 <sup>th</sup> St. #102,<br>Duluth, MN 55806               |  |  |  |  |          |  |  |  |
| <i>Educational Institution</i> | Lake Superior College<br>2101 Trinity Rd<br>Duluth, MN 55811        | Training   | Tom Kriske, Director of Workforce<br>218-733-1026                      | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$42,810 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |
| <i>Employer</i>                | Essentia Health<br>502 E 2 <sup>nd</sup> St<br>Duluth, MN 55805     | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Shawn Herhusky, Workforce Strategy and Talent Pipeline<br>218-786-4824 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |
| <i>Employer</i>                | St. Luke's Hospital<br>915 E 1 <sup>st</sup> St<br>Duluth, MN 55805 | Inform curriculum, engage with training class<br>Potential employment after graduation                 | Megan Hoglund<br>218-249-6973  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |
| <i>Employer</i>                | Chris Jensen<br>2501 Rice Lake Rd<br>Duluth, MN 55811               | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Julie Fleury, Executive Director<br>218-625-6400                       | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |
| <i>Employer</i>                | Franciscan Health Center<br>3910 Minnesota Ave<br>Duluth, MN 55101  | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Brittany Loosbrock<br>218-727-8933                                     | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |
| <i>Employer</i>                | Viewcrest Health Center<br>3111 Church Pl<br>Duluth, MN 55811       | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Cheri Brouse, HR Director<br>218-279-4201                              | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  |  |

SFY22 City of Duluth Bridge to Career Pathway P2P #2047801

|          |  |   |                                 |  |  |     |  |
|----------|--|---|---------------------------------|--|--|-----|--|
| Employer | Ecumen<br>4002 London Rd<br>Duluth, MN 55804 | Inform curriculum, engage<br>with training class<br>Special consideration for<br>employment after<br>graduation | Jacob Gilleland<br>651-346-8940 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
|----------|--|---|---------------------------------|--|--|-----|--|

# TERMS & CONDITIONS

## DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This attachment provides the 1.) Contacts, 2.) Funding Information and Limitations, 3.) Items required during the Grant Period, 4.) Special Administrative Provisions Required, and 5.) Annual Items, sent on First Award of Fiscal Year.

### 1.) CONTACTS:

Marc Majors  
Director, Employment & Training Programs  
(651) 259-7595  
[Marc.Majors@state.mn.us](mailto:Marc.Majors@state.mn.us)

Enock Kakuuku  
Adult Career Pathways Program Coordinator  
(651) 259-7581  
[Enock.Kakuuku@state.mn.us](mailto:Enock.Kakuuku@state.mn.us)

Nancy Omondi  
Director of Adult Programs  
(651) 259-7525  
[Nancy.Omondi@state.mn.us](mailto:Nancy.Omondi@state.mn.us)

Jenilee Drilling  
Adult Career Pathways Program Coordinator  
(651)259-7530  
[Jenilee.Drilling@state.mn.us](mailto:Jenilee.Drilling@state.mn.us)

Ann Meyers  
Supervisor, Adult Career Pathways  
(651) 259-7174  
[Ann.Meyers@state.mn.us](mailto:Ann.Meyers@state.mn.us)

Vanessa Roman  
Adult Career Pathways Program Coordinator  
(651) 259-7578  
[Vanessa.Roman@state.mn.us](mailto:Vanessa.Roman@state.mn.us)

#### Fiscal/ Monitoring Contacts

Shannon Rolf  
Supervisor/Monitoring  
(651) 259-7574  
[Shannon.Rolf@state.mn.us](mailto:Shannon.Rolf@state.mn.us)

Colleen Schwab  
Fiscal/Finance Activities  
(651)-259-7589  
[Colleen.Schwab@state.mn.us](mailto:Colleen.Schwab@state.mn.us)

#### **Reimbursement Payment Request (RPR) Submittal Address:**

[DEED.FSR@State.mn.us](mailto:DEED.FSR@State.mn.us)

#### **Workforce One website for submitting service desk ticket:**

<https://apps.deed.state.mn.us/survey/ticket.shtml>

### 2.) FUNDING INFORMATION AND LIMITATIONS:

**DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>

**Cost Category Definitions:** See Planning instructions

**Administration Limit:** No more than ten percent (10%) may be expended for administration

## ATTACHMENT 4

### 3.) ITEMS REQUIRED DURING THE GRANT PERIOD:

**Grant Program Monitoring Guide**– Complete and return to program monitor when instructed to do so.

**As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion) –** Due no later than the 20th of the month following the preceding month end (i.e. July 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

**Progress Report Format** – Completed Quarterly

### 4.) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made ([Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016](#)). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards ([2CFR 200.311](#)). Grantees are responsible for review, interpretation, and application of these regulations.

### 5.) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

*If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.*

**Fiscal Monitoring Guide** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Annual Assessment** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**EO ADA Annual Assessment** – Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Exhibit C**

Master Contract Number: DULUTH2020M

Term of Master Contract: 4/1/20 - 3/31/25

Master SWIFT Contract Number: 172729

Grant ID Number: 2047801-2

STATE OF MINNESOTA  
**PROJECT SPECIFIC PLAN (PSP)**  
 ORIGINAL

| GRANTOR / STATE   | GRANTEE   |
|---|---|
| Employment and Training Programs (ETP) Division<br>MN Department of Employment and Economic Development<br>1st National Bank Building, 332 Minnesota Street – Suite E200<br>Saint Paul, MN 55101-1351 | City of Duluth Workforce Development<br>402 W. First St<br>Duluth, MN 55802                   |
| GRANT MANAGER CONTACT   | GRANTEE CONTACT   |
| Name and Title: Jenilee Drilling, ACP Grant Coordinator<br>Phone: 651-259-7530<br>Email: jenilee.drilling@state.mn.us   | Name and Title: Elena Foshay; Director<br>Phone: 218-730-5241<br>Email: efoshay@duluth.mn.gov |

**Required Attachments:** Attachment 1: Work Plan  
 Attachment 2: Budget  
 Attachment 3: Partnership Chart  
 Attachment 4: Terms & Conditions

**COMPLETED BY DEED:**

| Program Name: SFY22 City of Duluth Bridge to Career Pathways P2P (Construction) |   |                                 |                |
|---|---|---------------------------------|----------------|
| Start Date <sup>1</sup> :   | Date all parties sign   | SWIFT Contract Number:          | 206178         |
| End Date:   | 9/30/2022   | SWIFT PO Number:                | 3000459055     |
| Total Amount:   | \$122,414   | SWIFT Vendor Number + Location: | 0000197681-001 |
| Match / Leverage Required:  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Procure-It Number:              | 67337          |
|   |   | NGA Number:                     | 21-9           |
| AFS Signature: <i>Robin Culbertson</i>  | Encumbrance Date: 1/11/22   |                                 |                |

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature: *Elena Foshay* Date: 01/12/22  
 Printed Name and Title of Grantee's Authorized Representative: Elena Foshay, Director City of Duluth

**APPROVED BY (GRANTOR / STATE):**

I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement indicated herein.

Signature: *Marc Majors* Date: 1/13/22  
 Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division

<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

## SFY22 Bridge to Career Pathways P2P Grant Summary Sheet

| Grantee: City of Duluth  |  | Grant #: 2047801-2       |  |
|--|--|--------------------------|--|
| 1. Organization Name:  | City of Duluth Workforce Development   |                          |  |
| 2. Director Name:  | Elena Foshay   | 3. Program Contact Name: | Betsy Hill   |
| 4. Telephone:  | 218-730-5241   | 5. Telephone:            | 218-730-5228   |
| 6. Email:  | <a href="mailto:efoshay@duluthmn.gov">efoshay@duluthmn.gov</a>   | 7. Email:                | <a href="mailto:bhill@duluthmn.gov">bhill@duluthmn.gov</a> |
| 8. Swift Vendor ID#  | 0000197681-001   | 9. DUNS#                 | 077627883  |
| 10. Organization Address:<br>402 W 1 <sup>st</sup> St., Duluth, MN 55802                                   |  |                          |  |
| <b>Program Information:</b>  |  |                          |  |
| 11. Program Name:  | Building Strong Communities  |                          |  |
| 12. Program Summary:   | Provide hands-on training to prepare participants for entry into apprenticeships in the building and construction trades                         |                          |  |
| 13. Geographic Area Served by Program:   | Southern St. Louis County  |                          |  |
| 14. Target Population Served:  | Populations eligible under P2P grant requirements  |                          |  |
| 15. Amount of Award:   | SFY 22: \$ 122,414   |                          |  |
| 16. SFY 22 Projected Enrollments:  | 17   |                          |  |
| 17. SFY 22 Participants Carried over to SFY 23 Grant:  | 13   |                          |  |
| 18. Cost Per Participant Served:<br><i>amount awarded ÷ # of participants enrolled</i>                     | SFY 22: \$ 7,201   |                          |  |
| 19. Cost per Certificate/Credential attained:<br><i>amount awarded ÷ # certificate/credential attained</i> | SFY 22: \$ 9,416<br>\$122,414 / 13 =   |                          |  |
| 20. Cost per exit to employment:<br><i>amount awarded ÷ # exit to employment</i>                           | SFY 22: \$61,207   |                          |  |
| 21. Name of Certificate(s) to be awarded:<br><i>if applicable</i>  | N/A  |                          |  |
| 22. Name of Credential(s) to be awarded:<br><i>Required for Bridge to Career Pathways</i>                  | Multi-Craft Core Curriculum  |                          |  |
| 23. Training Providers:  | Minnesota Building Trades Council, Operating Engineers, Iron Workers   |                          |  |
| 24. Compensated Partners:  | SOAR Career Solutions, Duluth Adult Education, Community Action Duluth, Minnesota Building Trades Council, Iron Workers Local 512, IOUE Local 49 |                          |  |
| 25. Adult Basic Education Partner (If applicable*):  | Duluth Adult Education   |                          |  |
| 26. SNAP E&T Reimbursement Program:<br><i>(Indicate interest in applying for this program)</i>             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                          |  |

\* Required for On-Ramp and Bridge to Career Pathways Programs

## Exhibit/Attachment 1. Work Plan

### Narrative

Duluth Workforce Development (DWD), SOAR Career Solutions, and our many partners seek P2P Bridge funding to support career pathway training in the construction sector. We will train a total of 30 individuals over two years for in-demand careers in the building trades, with direct connection to unions and employers who are actively hiring. Building Strong Communities (BSC) participants will earn the Multi-Craft Core Curriculum (MC3) certification and continue on to registered apprenticeship and employment in the construction industry. All participants will receive academic support from Duluth Adult Education (ABE), and wraparound case management through SOAR Career Solutions.

Building Strong Communities is implemented in Duluth by a strong partnership that has been working together to provide career pathway training for over 10 years. Our focus is to increase the number of working age adults, especially those who are BIPOC or experience barriers to employment, to post-secondary training leading to industry-recognized credentials. Each partner brings their own strengths and contributions to ensure students get high-quality training and support to successfully enter employment and/or further education. Building Strong Communities includes active collaboration from the Minnesota Building Trades Council and local union partners. Contractors also play a key role in determining which skills to focus on, developing curriculum, providing exposure to real-world work, and connecting graduates to employment and apprenticeship. Collectively, our goal is to diversify the construction industry and ensure women and people of color in the Twin Ports have access to well-paid, career-track jobs in the building trades.

### Section 2: Equity Analysis

Duluth Workforce Development helps individuals build economic self-sufficiency and achieve their potential, while helping our community build a resilient economy, through investment in our current and future workforce. We do this by recognizing everyone's potential and using a person-centered approach to provide individualized coaching and support, personal and career-focused skill development, and connection to

training and other resources. We apply an equity lens to all parts of our work, seeking out voices of those historically excluded to challenge systemic inequities through our day-to-day work. SOAR has over 35 years of experience helping no-to-low-to-moderate income individuals increase their work readiness skills, obtain a degree, certification and/or credential, and gain and maintain sustainable employment. SOAR is committed to cultivating inclusion and honoring the inherent dignity of all individuals.

**Racial Equity** Duluth Workforce Development and its partners have collectively offered programs and services to Eligible Populations for more than 30 years. Whereas Duluth's population is about 10% people of color, over one third of the people DWD serves each year are from communities of color, particularly from the African Heritage and Indigenous communities, and just under one third have a disability. Last year, SOAR served 424 individuals with their employment needs. Of those individuals, 41% were Black, Indigenous, or People of Color. Additionally, SOAR serves those with the greatest barriers to employment. Fifteen percent of participants had no high school diploma, 51% had criminal record, 4% living with a disability, and 17% homeless/unstable housing.

Both DWD and SOAR staff and boards reflect the populations we serve. Twelve percent of DWD staff and 7% of board members identify as BIPOC, and 6% of DWD staff self-identify as having a disability. More than half of DWD staff and a third of board members are previous DWD clients, the majority as MFIP recipients or dislocated workers. Seven percent of SOAR's staff self-identify as BIPOC, and 21% identify as genderqueer. Two SOAR board members are from the low-income communities served by the organization. Both organizations actively work to recruit diverse staff and board members through a variety of proactive strategies, including partnering with BIPOC-led organizations and including a broader range of community members and partners on various workforce board committees. Both DWD and SOAR also serve on the Wealth, Entrepreneurship, and Economic Sustainability (WEES) working group, which brings community voices

to the table to influence design of career pathway training programs and workforce services and played a key role in the design of this proposal. WEES members will continue working together to ensure those who are historically excluded are accessing workforce programs and services.

### **Section 3: Proposed Services**

Building Strong Communities builds on close to a decade of success offering employer-driven career pathway training to Eligible Populations, focused on a variety of occupations and with active engagement of a range of partners. As the population in Duluth and surrounding communities includes a very small number of foreign-born residents, it is unlikely that participants receiving services will be immigrants or individuals for whom English is a second language. Additionally, a high school diploma or GED is a prerequisite for employment in the occupations targeted by this project, so it will be required for entry into the Bridge program.

This project builds on an existing program that was piloted this year and builds on previous construction training classes but with a more intensive focus on apprenticeship readiness and direct involvement from the building trades. Building Strong Communities includes all seven required components. Training focuses on one of our most in-demand **industry sectors** – construction, preparing participants for a lifelong career in the trades. Through integration with the On-ramp program and opportunities to exit to employment/apprenticeship at any point, this project offers **multiple entry and exit points**. Building Strong Communities (BSC) offers classroom-based and hands-on preparation for union apprenticeships. Programs are offered in **partnership** with other organizations and were designed with **significant involvement of building trades unions and employers**, as well as ABE and community organizations. Participants completing BSC will earn the Multi-Craft Core Curriculum certification, an **industry-recognized credential**. All participants will be provided **comprehensive support and navigation services** throughout. All training will be

**contextualized**, with curriculum components designed with employer input to ensure skills match those needed for employment.

Client services will be primarily provided by SOAR staff, who will hold responsibility for WF1 data entry. DWD will provide overall program and employer partner coordination, oversee performance and compliance, and will be responsible for fiscal and program monitoring of subgrantees. DWD will also assist with program recruitment and eligibility assessment. Training will be led by the Minnesota Building Trades Council and delivered on-line, with hands-on training delivered by the Operating Engineers and Iron Workers on-site at apprenticeship training facilities. All staff involved in the program have participated in cultural competency training, including completing the Intercultural Development Inventory and participating in training workshops on diversity/inclusion, equity, and privilege.

### ***Expected Outcomes***

Of the 35 individuals enrolled in this grant for both years of the grant, 30 will enroll in training and 85% will graduate. Of those who earn their credential, 90% will exit to employment and/or apprenticeship with a 100% goal of 90-day retention.

***Geographical Location*** This project will serve individuals living in southern St. Louis County, particularly Duluth and surrounding communities. In our target area, there are 18,451 individuals over the age of 25 with no post-secondary education, and an additional 14,290 who started but did not finish a post-secondary degree. Additionally, more than 1500 individuals who lost their jobs during the pandemic remain unemployed. Twenty percent of households live in poverty and need access to living wage jobs - and likely higher now due to the impacts of the pandemic. ***Labor***

***Market Demand*** In the Northeast region, construction represents 4.8% of employment, and along with manufacturing represents the next largest share of living wage jobs in our area. In the construction sector, roughly 35% of current workers will reach retirement age in the next decade, and the pipeline of young people

entering the trades is nowhere near enough to replace these workers. Simultaneously, Duluth is seeing a long-term construction boom, with one major highway construction project underway and another that will start soon. This is in addition to substantial housing and road construction projects, and a new major hospital project. All of these projects have workforce goals that promote employment of women, people of color, and disadvantaged workers in the construction industry.

### **Partnerships and Collaborations**

Duluth's Community Career Pathways model builds integrated partnerships between the City, community organizations, building trades unions, and employers. This model creates an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Family Rise Together, AICHO, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training and connection to in-demand, living-wage careers.

**Partner Roles** For Building Strong Communities, Duluth Workforce Development will provide overall project and partner coordination, assistance with recruitment, and connection to employment/apprenticeship opportunities. SOAR's Navigators will provide 1:1 comprehensive case management and navigation support, implement intake and assessments, input Workforce One data, develop and instruct work readiness curriculum development and instruction and job search and retention support. Duluth Adult Education, our ABE partner, will conduct CASAS testing to assess math/reading skills, and teach contextualized math skills. The Minnesota Building Trades Council will teach the MC3 curriculum, and the Operating Engineers and Iron Workers will teach OSHA 10 as well as providing hands-on exposure to specific trades. Employers are key partners throughout this project. Employer partners inform the occupations in highest demand, offer

worksite visits, conduct mock interviews, and give priority to graduates when hiring. Our employer partners for construction are Northland Constructors, Kramer North America, and Ames Construction.

### **Participant Recruitment, Intake, and Retention Strategy**

SOAR has over 35 years of experience helping no-to-low-to-moderate income individuals increase their work readiness skills, obtain a degree, certification and/or credential, and gain and maintain sustainable employment. Previous apprenticeship prep training offered in partnership with the Carpenters served 51 individuals, with a 71% graduation rate. Nineteen graduates entered employment, with 13 of those entering registered apprenticeship. Outcomes of SOAR's Building Strong Communities Spring 2021 pilot project include: 60% enrolled in training demonstrated measurable increase in work readiness skills, 60% enrolled in skills training obtained a credential, certification, or degree, and to date 60% have entered apprenticeship and/or obtained employment at an average of \$17.93/hour.

**Outreach and Recruitment** In partnership with DWD, SOAR will recruit through outreach to community partners, including BIPOC-led organizations like AICHO, Thunderbird/Wren House, NAACP, Family Freedom Center, and Family Rise Together, as well as Community Action Duluth, Life House, and TERO offices. DWD will also assist with earned and social media outreach, and referrals from MFIP, SNAP, and our youth program. A key strategy is outreach conducted by Community Liaisons. DWD has a team of four liaisons who are deeply connected to the BIPOC community. They assist with outreach and recruitment and serve as trusted advisors to help with navigating barriers to employment. In addition, On-ramp to Career Pathways will be a key source of potential participants.

**Intake** Navigators collect demographic information, education and work history, and potential barriers to employment. Participants take the Employability Measure (EM), an assessment used to identify areas that may affect their ability to obtain & retain employment. Navigators support participants to address barriers

identified in the EM to find safe & stable housing, address job search with a criminal background, help line up daycare options, secure reliable transportation, and secure identification documents.

Prior to enrollment, participants will complete the **CASAS** assessment administered by ABE.

Participants will complete the **Holland Code assessment** to help identify career fields that best fit their personality & interests. Assessment results will inform participants' **Individualized Employment Plan**, leading them to a career pathway that meets their skills, interests, and abilities. Participants demonstrating employability and interest will enroll and receive curriculum/content will be **contextualized** for the construction industry and include the following topics: Trades-based math, construction industry orientation and awareness, tool and materials of the building trades, OSHA 10 certification and safety, blueprint reading, physical and financial health, the history of labor, diversity awareness and sexual harassment and green instruction techniques and standards. Hands-on training at apprenticeship facilities is a key component, led by the Operating Engineers and Iron Workers. Participants will also interview with union representatives, and engage with industry employers through mock interviews, presentations, and work site tours.

Participants will then work with their Navigator to enter into employment and/or union apprenticeship. Upon placement, Navigators maintain contact at least monthly for at least three months to assist participants in addressing any new barriers that may threaten long-term employment and ensure employment retention. To support retention, participants will receive incentives in the form of gas-only or retail cards at one (\$25), two (\$25), and three (\$50) months of employment/apprenticeship. Incentives are provided with proof of employment (pay stub) and/or apprenticeship (state-issued apprenticeship agreement) and proper internal documentation.

#### **Budget/Fiscal Capacity**

This proposal offers an effective and productive way to use Pathways to Prosperity funds. Building Strong Communities brings multiple partners under one comprehensive program that actively integrates with both On-ramp and Individualized pathways. Through these integrated partnerships and programs, we create a comprehensive model that offers training linked to employment opportunities, access to further education, academic support, and wraparound services that continue through at least 90 days post-placement. **Direct Services** will support outreach and recruitment, assessment, orientation, case management, job placement, and retention support. **Direct Services-ABE** will support the assessment and instruction provided by Duluth Adult Education. **Direct Customer Training** will support technical instruction leading to an industry-recognized credential. **Support Services** includes participant support in alignment with DWD and SOAR policy. **Administrative** costs support grant administration and partner oversight, and do not exceed 10% of total costs.

The City of Duluth has been providing workforce services since 1968. With a total annual budget of \$3.2 million and a staff of 17, the Workforce Development Department is the lead implementer of workforce services for Local Area 4. In addition to convening the Duluth Workforce Development Board, we also co-chair the Regional Leadership Team implementing workforce initiatives for Region 2. The work of the department is overseen by the Director, who is part of the Mayor's leadership team and has more than a decade of leadership experience and a long career in youth and workforce development. Both DWD and SOAR are staffed by full time employment counselors with many years of experience in employment services and program implementation. Their work is supported by an Operations Manager who is responsible for contract, budget, and program oversight, and a .25 FTE dedicated staff member in the auditor's office who is responsible for fiscal management. SOAR has been a 501(c)3 for 38 years with an annual budget of over \$1

million this fiscal year. Fiscal policies are updated annually, and the organization is fully insured and audited every year.

**Leveraged Funds** This project will effectively and efficiently utilize a mix of P2P and leveraged funds to provide high-quality apprenticeship readiness training with strong connections to employment and further training.

By

structuring training using a cohort model, we are able to provide concentrated, wraparound support to ensure participants can successfully complete training and move on to employment. Additional funds to provide continuity of services before and after participation in the Bridge program will be leveraged by co-enrolling participants with WIOA Youth and Adult, CDBG, and other local grants. All partners are tapping into other resources to provide in-kind administrative and program management support. ABE will provide in-kind support for curriculum design and program administration. Union partners will provide in-kind support in the form of classroom space and materials. Employer time engaging in training is also in-kind. Leveraged funds will allow us to sustain some level of services to eligible populations beyond the grant period, and we will continue to seek out other resources to sustain our community career pathways model in the long-term.

### Attachment 1. Work Plan

Complete the Work Plan as applicable to your proposal. Use additional pages as necessary. Data entered must be numeric and must be cumulative (“snowball”) from quarter to quarter. “Average Increase in Wage/Earnings” is the difference between the average enrollment wage and average exit wage, as documented in the *Demographic Summary Report* in Workforce One-this is an average of all enrolled participants.

|   | Period 1: Grant Start Date through 12/31/21 | Period 2: Grant Start Date through 03/31/22 | Period 3: Grant Start Date through 06/30/22 | Period 4: Grant Start Date through 09/30/2022 |
|---|---|---|---|---|
| Total Participant Enrollments   | 0   | 10  | 17  | 17  |
| Total participants enrolled in training   | 0   | 7   | 15  | 15  |
| Total participants completing training  | 0   | 0   | 13  | 13  |
| Industry-recognized Credentials attained  | 0   | 0   | 13  | 13  |
| Exits to Employment ( <i>job placement</i> )  | 0   | 0   | 2   | 2   |
| <ul style="list-style-type: none"> <li>○ Exits to Employment related to training industry sector(s)</li> <li>○ Exits to Employment at or above \$15/hour</li> </ul> | 0   | 0   | 2   | 2   |
| Average increase in wage per hour ( <i>indicated by \$/hour increase</i> )  | \$0   | \$0   | \$6.00                                      | \$6.00  |
| Participants exited to Post-Secondary programs  | 0   | 0   | 0   | 0   |
| Participants transferred to second year funding   | N/A   | N/A   | N/A   | 13  |
| All other exits   | 0   | 0   | 1   | 2   |
| All exits-Total   | 0   | 0   | 3   | 17  |

**Attachment 2: Budget**

Please complete budget form in **cumulative manner**. Leveraged funds are not required, however grantees are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories. Please see [“Fiscal – Guidance on Cost Category Definitions”](#) to determine how to categorize expenditures.

**TOTAL COST PER PARTICIPANT \$7,201 (Total award divided by the total number of participants)**

| Total DEED Funds Requested |                                   |   |   |   |   |  |                     |
|----------------------------|-----------------------------------|---|---|---|---|--|---------------------|
| Office Use Only            | Cost Category                     | Period 1:<br>Grant Start Date<br>through 12/31/2021 | Period 2:<br>Grant Start Date<br>through 03/31/2022 | Period 3:<br>Grant Start Date<br>through 06/30/2022 | Period 4:<br>Grant Start Date<br>through 09/30/2022 | Total Leveraged<br>Funds <sup>1</sup> (if<br>applicable) | Total Project Funds |
| 833                        | Administrative Costs <sup>2</sup> | \$ -  | \$ 4,080  | \$ 8,160.67   | \$ 12,241   | \$ 6,121   | \$ 18,362           |
| 885                        | Direct Services                   | \$ -  | \$ 14,871   | \$ 29,742   | \$ 44,613   | \$ 48,605  | \$ 93,218           |
| 886                        | Direct Services-WR-GED-ABE        | \$ -  | \$ 2,803  | \$ 5,606.67   | \$ 8,410  | \$ 3,000   | \$ 11,410           |
| 838                        | Direct Customer Training          | \$ -  | \$ 17,917   | \$ 35,833.33  | \$ 53,750   | \$ -   | \$ 53,750           |
| 828                        | Support Services Costs            | \$ -  | \$ 1,133  | \$ 2,266.67   | \$ 3,400  | \$ 2,000   | \$ 5,400            |
|                            | <b>Total:</b>                     | \$ -  | \$ 40,804   | \$ 81,609.34  | \$ 122,414  | \$ 59,726  | \$ 182,140          |

<sup>1</sup> Leveraged funds are non-DEED funds (e.g., cash, in-kind contributions, or other state, federal, or private funds).

<sup>2</sup> Administrative costs cannot exceed 10% of total funds requested.

SFY22 City of Duluth Bridge to Career Pathways P2P #2047801-2

### Attachment 3. Partnership Chart

List all partner organizations that will contribute to the proposed services with/without compensation. Add additional lines as necessary. Signed letters of intent/support to contract(s) from partners explaining what they will contribute and their responsibility in operations are required for each partner.

If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the grantee organization

| Type of Organization (e.g. employer, educational institution, non-profit, etc.) | Name and Address of Organization  | Type of Commitment: (Case Mgmt., Training, Accounting time, Staff, Resources, Space, Referrals, etc.)   | Key Contact Person and Telephone Number | Letter of Support or Intent Enclosed as required                       | Conflict of Interest Disclosure Letter Required?                       | Anticipated total amount of compensation from Grant <sup>3</sup> | Responsible for Workforce for One Data Entry                           |
|---|---|---|---|--|--|--|--|
| Non-Profit, Community Based Organization  | SOAR Career Solutions<br>205 W. 2 <sup>nd</sup> Street,<br>Suite 101, Duluth,<br>MN 55802 | Case management/<br>navigation support, intake<br>and assessments, job search<br>and retention support. | Emily Edison<br>218.722.3126            | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$41,646   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| MDE ABE/Education Institution   | Duluth Adult Education  | CASAS assessments<br>curriculum development,<br>contextualized instruction                              | Angie Frank<br>218.336.8790             | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$8,410  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Non-profit Community-based Organization   | Community Action<br>Duluth<br>2424 W. 5 <sup>th</sup> St. #102,<br>Duluth, MN 55806       | Development and delivery of<br>financial literacy training,<br>C.N.A training                           | Jeff Longenecker<br>218.726.1665        | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$135  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

<sup>3</sup> Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

SFY22 City of Duluth Bridge to Career Pathways P2P #2047801-2

|                                       |   |  |                                 |  |  |          |  |
|---------------------------------------|---|--|---------------------------------|--|--|----------|--|
| Employer                              | Northland Construction<br>4843 Rice Lake Road,<br>Duluth, MN 55803                            | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Craig Ploetz<br>218.722.8170    | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer                              | Ames Construction<br>2500 County Road 42<br>West<br>Burnsville, MN 55337                      | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Megan Holland<br>612-490-1842   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer                              | Kramer North America<br>1020 Cliff Rd West<br>Burnsville, MN 55337                            | Inform curriculum, engage with training class<br>Special consideration for employment after graduation | Ashley Shelton<br>952-495-6130  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Training Provider/<br>Building Trades | Minnesota Building Trades Council<br>353 W. 7 <sup>th</sup> St, Room 105<br>St Paul, MN 55102 | Technical instruction leading to MC3 certification   | Tom Dicklich<br>651-287-9999    | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$22,500 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Training Provider/<br>Building Trades | Ironworkers Local Union #512<br>851 Pierce Butler<br>Route, St. Paul, MN 55104                | Hands-on training, exposure to the trade, assistance with apprenticeship placement                     | Barry Davies<br>651.489.1488    | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$11,500 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Training Provider/<br>Building Trades | IUOE Local49<br>40276 Fishtail Rd.,<br>Hinckley, MN 55037                                     | Hands-on training, exposure to the trade, assistance with apprenticeship placement                     | Jenny Winkelaar<br>612.368.5933 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$10,000 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

# TERMS & CONDITIONS

## DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This attachment provides the 1.) Contacts, 2.) Funding Information and Limitations, 3.) Items required during the Grant Period, 4.) Special Administrative Provisions Required, and 5.) Annual Items, sent on First Award of Fiscal Year.

### 1.) CONTACTS:

Marc Majors  
Director, Employment & Training Programs  
(651) 259-7595  
[Marc.Majors@state.mn.us](mailto:Marc.Majors@state.mn.us)

Enock Kakuuku  
Adult Career Pathways Program Coordinator  
(651) 259-7581  
[Enock.Kakuuku@state.mn.us](mailto:Enock.Kakuuku@state.mn.us)

Nancy Omondi  
Director of Adult Programs  
(651) 259-7525  
[Nancy.Omondi@state.mn.us](mailto:Nancy.Omondi@state.mn.us)

Jenilee Drilling  
Adult Career Pathways Program Coordinator  
(651)259-7530  
[Jenilee.Drilling@state.mn.us](mailto:Jenilee.Drilling@state.mn.us)

Ann Meyers  
Supervisor, Adult Career Pathways  
(651) 259-7174  
[Ann.Meyers@state.mn.us](mailto:Ann.Meyers@state.mn.us)

Vanessa Roman  
Adult Career Pathways Program Coordinator  
(651) 259-7578  
[Vanessa.Roman@state.mn.us](mailto:Vanessa.Roman@state.mn.us)

#### Fiscal/ Monitoring Contacts

Shannon Rolf  
Supervisor/Monitoring  
(651) 259-7574  
[Shannon.Rolf@state.mn.us](mailto:Shannon.Rolf@state.mn.us)

Colleen Schwab  
Fiscal/Finance Activities  
(651)-259-7589  
[Colleen.Schwab@state.mn.us](mailto:Colleen.Schwab@state.mn.us)

#### **Reimbursement Payment Request (RPR) Submittal Address:**

[DEED.FSR@State.mn.us](mailto:DEED.FSR@State.mn.us)

#### **Workforce One website for submitting service desk ticket:**

<https://apps.deed.state.mn.us/survey/ticket.shtml>

### 2.) FUNDING INFORMATION AND LIMITATIONS:

**DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>

**Cost Category Definitions:** See Planning instructions

**Administration Limit:** No more than ten percent (10%) may be expended for administration

## ATTACHMENT 4

### 3.) ITEMS REQUIRED DURING THE GRANT PERIOD:

**Grant Program Monitoring Guide**— Complete and return to program monitor when instructed to do so.

**As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion) –** Due no later than the 20th of the month following the preceding month end (i.e. July 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

**Progress Report Format – Completed Quarterly**

### 4.) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made ([Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016](#)). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards ([2CFR 200.311](#)). Grantees are responsible for review, interpretation, and application of these regulations.

### 5.) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

*If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.*

**Fiscal Monitoring Guide** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Annual Assessment** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**EO ADA Annual Assessment** – Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Exhibit D**

Master Contract Number: DULUTH2020M

Term of Master Contract: 4/1/20 - 3/31/25

Master SWIFT Contract Number: 172729

Grant ID Number: 2047802

STATE OF MINNESOTA  
**PROJECT SPECIFIC PLAN (PSP)**  
 ORIGINAL

| GRANTOR / STATE   | GRANTEE   |
|---|---|
| Employment and Training Programs (ETP) Division<br>MN Department of Employment and Economic Development<br>1st National Bank Building, 332 Minnesota Street – Suite E200<br>Saint Paul, MN 55101-1351 | City of Duluth Workforce Development<br>402 W. First St<br>Duluth, MN 55802                   |
| GRANT MANAGER CONTACT   | GRANTEE CONTACT   |
| Name and Title: Jenilee Drilling, ACP Grant Coordinator<br>Phone: 651-259-7530<br>Email: jenilee.drilling@state.mn.us   | Name and Title: Elena Foshay; Director<br>Phone: 218-730-5241<br>Email: efoshay@duluth.mn.gov |

**Required Attachments:** Attachment 1: Work Plan  
 Attachment 2: Budget  
 Attachment 3: Partnership Chart  
 Attachment 4: Terms & Conditions

**COMPLETED BY DEED:**

| Program Name: SFY22 City of Duluth – P2P Individualized Training Pathway (ITP) |   |                                 |                |
|--|---|---------------------------------|----------------|
| Start Date <sup>1</sup> :  | Date all parties sign   | SWIFT Contract Number:          | 206330         |
| End Date:  | 9/30/2022   | SWIFT PO Number:                | 3000459426     |
| Total Amount:  | \$155,272   | SWIFT Vendor Number + Location: | 0000197681.001 |
| Match / Leverage Required:   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Procure-It Number:              | 67430          |
|  |   | NGA Number:                     | 21-11          |
| AFS Signature: <i>Robin Culbertson</i>   | Encumbrance Date: 1/13/22   |                                 |                |

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

Signature: *Elena Foshay* Date: 1/14/22

Printed Name and Title of Grantee's Authorized Representative: Elena Foshay, Director City of Duluth

**APPROVED BY (GRANTOR / STATE):**

I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement indicated herein.

Signature: *Marc Majors* Date: 1/14/22

Printed Name and Title of State's Authorized Representative: Marc Majors, Director, Employment and Training Programs Division

<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

## SFY22 Individualized Training Pathways P2P Grant Summary Sheet

| Grantee: City of Duluth  |  | Grant: 2047802           |  |
|--|--|--------------------------|--|
| 1. Organization Name:  | City of Duluth Workforce Development   |                          |  |
| 2. Director Name:  | Elena Foshay   | 3. Program Contact Name: | Betsy Hill   |
| 4. Telephone:  | 218-730-5241   | 5. Telephone:            | 218-730-5228   |
| 6. Email:  | <a href="mailto:efoshay@duluthmn.gov">efoshay@duluthmn.gov</a>   | 7. Email:                | <a href="mailto:bhill@duluthmn.gov">bhill@duluthmn.gov</a> |
| 8. Swift Vendor ID#  | 0000197681-001   | 9. DUNS#                 | 077627883  |
| 10. Organization Address:<br>402 W 1 <sup>st</sup> Street, Duluth, MN 55802                                |  |                          |  |
| <b>Program Information:</b>  |  |                          |  |
| 11. Program Name:  | Individualized Career Pathway Program  |                          |  |
| 12. Program Summary:   | Provide individualized career pathway training with experiential learning to 24 individuals over two years, focused on in-demand occupations in healthcare, manufacturing, transportation, and IT. |                          |  |
| 13. Geographic Area Served by Program:   | Southern St. Louis County  |                          |  |
| 14. Target Population Served:  | Individuals eligible under P2P guidelines  |                          |  |
| 15. Amount of Award:   | SFY 22: \$ 155,272   |                          |  |
| 16. SFY 22 Projected Enrollments:  | 12   |                          |  |
| 17. SFY 22 Participants Carried over to SFY 23 Grant:  | 6  |                          |  |
| 18. Cost Per Participant Served:<br><i>amount awarded ÷ # of participants enrolled</i>                     | SFY 22: \$ 12,939  |                          |  |
| 19. Cost per Certificate/Credential attained:<br><i>amount awarded ÷ # certificate/credential attained</i> | SFY 22: \$ 15,527  |                          |  |
| 20. Cost per exit to employment:<br><i>amount awarded ÷ # exit to employment</i>                           | SFY 22: \$38,818   |                          |  |
| 21. Name of Certificate(s) to be awarded:<br><i>if applicable</i>  | N/A  |                          |  |
| 22. Name of Credential(s) to be awarded:<br><i>Required for Bridge to Career Pathways</i>                  | CDL Class A, Medical Assistant, LPN, Welding Certificate, CAD Technician, PC Support Technician, Network Administration and Security Certificate, others   |                          |  |
| 23. Training Providers:  | Lake Superior College  |                          |  |
| 24. Compensated Partners:  | Lake Superior College, Duluth Adult Education  |                          |  |
| 25. Adult Basic Education Partner (If applicable*):  | Duluth Adult Education   |                          |  |
| 26. SNAP E&T Reimbursement Program:<br><i>(Indicate interest in applying for this program)</i>             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                          |  |

\* Required for On-Ramp and Bridge to Career Pathways Programs

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## Attachment 1. Work Plan

### Narrative

Duluth Workforce Development (DWD) seeks P2P Individualized funding to support degree and certificate completion with direct connection to experiential learning and on-the-job training. We will support a total of 24 individuals over two years for in-demand occupations in healthcare, manufacturing, transportation, and IT. Participants will receive tuition assistance and have access to paid internships or On-the-Job training through one of our employer partners. All participants will wraparound case management through DWD and will receive job placement assistance upon completion of training.

The Individualized Training Project is implemented by a strong partnership that has been working together to provide career pathway training for over 10 years. Our focus is to increase the number of working age adults, especially those who are BIPOC or experience barriers to employment, to post-secondary training leading to industry-recognized credentials. Each partner brings their own strengths and contributions to ensure students get high-quality training and support to successfully enter employment and/or further education. Employers also play a key role in determining which pathways to focus on, developing curriculum, and connecting graduates to employment and apprenticeship.

The Individualized Training Project will allow DWD to offer a next step to participants in On-ramp or Bridge training that aligns with their goals, skills, and interests. It will also allow individuals from target populations access to career and wage advancement through training opportunities in a range of occupations.

### Equity Analysis

Duluth Workforce Development helps individuals build economic self-sufficiency and achieve their potential, while helping our community build a resilient economy, through investment in our current and future workforce. We do this by recognizing everyone's potential and using a person-centered approach to provide individualized coaching and support, personal and career-focused skill development, and connection to

training and other resources. We apply an equity lens to all parts of our work, seeking out voices of those historically excluded to challenge systemic inequities through our day-to-day work. We also take a Trauma Informed Care approach, which acknowledges and addresses both immediate and historical trauma that might impact our clients and their ability to achieve employment and educational goals.

### ***Racial Equity***

Duluth Workforce Development and its partners have collectively offered programs and services to Eligible Populations for more than 30 years. Whereas Duluth's population is about 10% people of color, over one third of the people DWD serves each year are from communities of color, particularly from the African Heritage and Indigenous communities, and just under one third have a disability. SOAR Career Solutions, our key partner in this project, has a specific focus on those with the greatest barriers – including the long term unemployed and those who are low-income, homeless, or have a criminal background. Both DWD staff and boards reflect the populations we serve. Twelve percent of DWD staff and 7% of board members identify as BIPOC, and 6% of DWD staff self-identify as having a disability. More than half of DWD staff and a third of board members are previous DWD clients, the majority as MFIP recipients or dislocated workers. We continue to actively work to recruit diverse staff and board members through a variety of proactive strategies, including partnering with BIPOC-led organizations and including a broader range of community members and partners on various workforce board committees. Both DWD and SOAR also serve on the Wealth, Entrepreneurship, and Economic Sustainability (WEES) working group, which brings community voices to the table to influence design of career pathway training programs and workforce services. WEES members will continue working together to ensure those who are historically excluded are accessing workforce programs and services.

### **Proposed Services**

Duluth Workforce Development's Individualized program builds on close to a decade of success offering employer-driven career pathway training to Eligible Populations, focused on a variety of occupations and with

active engagement of a range of partners. As the population in Duluth and surrounding communities includes a very small number of foreign-born residents, it is unlikely that participants receiving services will be immigrants or individuals for whom English is a second language. Additionally, a high school diploma or GED is a prerequisite for employment in the occupations targeted by this project, so it will be required for entry into the Individualized program.

This project builds on our On-ramp and Bridge programs, offering direct connection to the next step in participants' career journey. It also offers individuals from target populations access to post-secondary training in high-demand fields, with direct connection to experiential learning opportunities. Participants will receive intensive one-on-one support from experienced and culturally competent Navigators, who will connect them to resources to address both academic needs and barriers to success. Check-ins will take place at our on-campus office, to allow for easy coordination with available resources through LSC. Participants will begin working toward employment and/or internship placement in their last semester, with the goal of immediate placement upon graduation.

The Individualized program includes all seven required components. Training focuses on our four in-demand **industry sectors** – healthcare, manufacturing, transportation, and IT, preparing participants for high growth occupations. Through integration with On-ramp and Bridge programs, this project offers **multiple entry and exit points**, with a specific focus on post-secondary training. Programs are offered in **partnership** with other organizations, and were designed with **significant involvement of employers**, as well as ABE, Lake Superior College, and community organizations. Participants completing Individualized training will earn **industry-recognized credentials** through Lake Superior College, such as a one-year Welding, Automated Machining, or Computer-Aided Design certificate, a one-year PC Support Technician or Network Administration & Security certificate, a Medical Assistant or LPN diploma, or a Class A Commercial Driver's license. All participants will be provided **comprehensive support and navigation services** throughout. All

training is **contextualized**, with curriculum components designed with employer input to ensure skills match those needed for employment.

In addition to training, participants will be matched with employers offering paid internships or On-the-Job training. All employer partners included in this project – Essentia Health, CW, Halvor Lines, Northland, Altec, and ME Global – are actively hiring and anticipate ongoing demand for Individualized program graduates over the next two years. We can begin recruiting as soon as the grant award is announced, and hope to enroll our first participants who are close to graduation by the start of Spring semester so they may be matched with experiential learning opportunities upon graduation.

Client services will be provided by DWD staff, who will hold responsibility for WF1 data entry. DWD will oversee performance and compliance, and will be responsible for fiscal and program monitoring of subgrantees. Training will be delivered on-site at Lake Superior College. All staff involved in the program have participated in cultural competency training, including completing the Intercultural Development Inventory and participating in training workshops on diversity/inclusion, equity, and privilege. Lake Superior College instructors participate in implicit bias training, and ongoing initiatives there focus on addressing equity in classrooms.

**Expected Outcomes** Of the 24 individuals enrolled in this grant for both years of the grant, all (100%) will enroll in training and 85% will graduate within 12 months. Of those who earn their credential, 100% will exit to employment or further post-secondary education with a 100% goal of 90-day retention.

**Geographical Location** This project will serve individuals living in southern St. Louis County, particularly Duluth and surrounding communities. In our target area, there are 18,451 individuals over the age of 25 with no post-secondary education, and an additional 14,290 who started but did not finish a post-secondary degree. Additionally, more than 1500 individuals who lost their jobs during the pandemic remain unemployed. The poverty rate in Duluth is 20% - and likely higher now due to the impacts of the pandemic.

**Labor Market Demand** All occupations targeted by this project are high-wage, high-demand jobs. In the Northeast region, healthcare represents 25% of employment, and most living wage healthcare jobs require some sort of post-secondary training. There is a projected annual demand of 282 Registered Nurses, 102 Medical Assistants, and 91 LPNs over the next decade. Manufacturing represents 6.4% of employment and expects to need almost 3,000 replacement workers over the next decade. Additionally, both Cirrus and ST Paper, two of our largest manufacturing employers, are planning significant expansion over the next two years. Transportation tied to the Duluth Port and major road construction is an anchor for our local economy. Our region will need a projected 4,000 workers in transportation and material moving over the next decade. Finally, IT is an emerging sector of our local economy, but is an increasingly critical component of Office & Administrative Support, which is projected to see almost 10,000 job openings in the next decade. Computer specific occupations such as network administrators are expected to grow by 250-300 jobs, and potentially more with changes that have resulted from the pandemic. People of color are not well represented in any of these occupations, as less than 50% of both African Heritage and Indigenous Duluthians have a post-secondary degree. This project is specifically interested in increasing diversity among occupations that require a degree or certificate and offer a family-sustaining wage and benefits.

### **Partnerships and Collaborations**

Duluth's Community Career Pathways model builds integrated partnerships between the City, community organizations, education/training providers, and employers. This model creates an accessible, 'no wrong door' approach where individuals seeking workforce and training services can enter through a network of organizations, be assessed for skills, interests, and barriers, and then matched with the right pathway and program for their needs. This network includes BIPOC-led organizations like Family Freedom Center, Family Rise Together, AICHO, and others. Our overall goal is to engage/re-engage more people in the labor force, and to provide training and connection to in-demand, living-wage careers.

**Partner Roles** For the Individualized program, Duluth Workforce Development will hold responsibility for recruitment, enrollment, intake, and navigation services. Duluth Adult Education, our ABE partner, will conduct CASAS testing to assess math/reading skills, and offer academic support before and during training classes on an as-needed basis. Employers are key partners throughout this project. Employer partners inform the occupations in highest demand, offer worksite visits, conduct mock interviews, and give priority to graduates when hiring. Our partners for this project, Essentia Health, CW, Halvor Lines, Northland, Altec, and ME Global, are all eager to tap into new pools of qualified and diverse candidates and have actively worked with DWD on career pathway training in the past. Additional employer partners will be added as this project gains momentum and demonstrates success.

#### **Participant Recruitment, Intake, and Retention Strategy**

The Individualized program will serve a total of 24 individuals over two years. Participants will be supported by Navigators who will follow them through intake, training, graduation, and placement into employment or further education. To recruit participants, we will utilize several strategies that have will help both expand and deepen our impact. First priority is to enroll participants who have completed either the On-ramp or Bridge programs that accompany this proposal. We will also host a series of Intro to Healthcare workshops as a strategy for both Bridge and Individualized, a four-hour evening workshop that provides an overview of the range of healthcare career options in our community. This workshop will be offered several times per year in a variety of locations and co-hosted by partner organizations. It will serve as an initial entry point, with pre-screening to determine the best training pathway for the individual. We will also reach out to Lake Superior College to refer current students who would benefit from additional support and experiential learning. And we will reach out to employer partners to identify individuals from our target populations who could benefit from support for training that leads to career advancement.

All participants will be assessed to determine whether On-ramp, Bridge, or Individualized is the best starting point, based on math/reading skills and career interests and goals. Once it is determined that an Individualized training class is the right path, the Navigator conducts a comprehensive intake that assesses work and educational history, skills and strengths, and any barriers to employment. The participant and Navigator collaborate to write an Individual Employment Plan, which is revisited at least once per year. Supportive services needs are identified and made available, including transportation assistance and work clothes/shoes. During training, Navigators visit campus every couple of weeks to check in on participants and address any challenges. After training is completed, Navigators will match participants to either paid internships or OJT and remain in frequent contact to ensure the experience is successful. During this time, Navigators also meet with participants to focus on job placement, continued education, and additional support needs. Once placed in education or employment, Navigators continue to check in at least once per month for the first 90 days to ensure placement is successful. Participants who choose may stay in touch longer, and often continue to provide updates or return for additional services.

We have demonstrated success providing support for credentialed training, internships, and employment placement for individuals from the target populations. Through two rounds of P2P that included CDL and C.N.A. classes, 159 individuals were trained. Of these, 73% graduated and earned a credential, and 70% of graduates entered employment. Over the past two years, we have added paid internships to our WIOA Adult program, giving students in degree programs at area colleges the chance for experiential learning and connection to employment opportunities. To date, we have supported more than 20 individuals in internships in healthcare and IT.

### **Budget/Fiscal Capacity**

This proposal offers an effective and productive way to use Pathways to Prosperity funds. The P2P Individualized project brings multiple partners under one comprehensive program that actively integrates with

both On-ramp and Bridge pathways. Through these integrated partnerships and programs, we create a comprehensive model that offers training linked to employment opportunities, access to further education, academic support, and wraparound services that continue through at least 90 days post-placement.

**Direct Services** will support outreach and recruitment, assessment, orientation, case management, job placement, and retention support. **Direct Services-ABE** will support the assessment and academic support provided by Duluth Adult Education. **Direct Customer Training** will provide tuition assistance of up to \$7000 x 10 participants for CDL training, and up to \$5000 per participant for other certificate and degree programs. CDL license fees are also included here. Direct Customer Training also includes support for paid internship wages and OJT, at an amount of up to \$3500 per participant. **Support Services** includes participant support in alignment with DWD policy. **Administrative** costs support grant administration and partner oversight, and do not exceed 10% of total costs.

The City of Duluth has been providing workforce services since 1968. With a total annual budget of \$3.2 million and a staff of 17, the Workforce Development Department is the lead implementer of workforce services for Local Area 4. In addition to convening the Duluth Workforce Development Board, we also co-chair the Regional Leadership Team implementing workforce initiatives for Region 2. The department is overseen by an experienced Director, who is part of the Mayor's leadership team. Both DWD and SOAR are staffed by full time employment counselors with many years of experience in employment services and program implementation. Their work is supported by an Operations Manager who is responsible for contract, budget, and program oversight, and a .25 FTE dedicated staff member in the auditor's office who is responsible for fiscal management.

**Leveraged Funds** This project will effectively and efficiently utilize a mix of P2P and leveraged funds to serve participants who are underrepresented in college programs. Where eligible, participants will apply for financial aid and access Pell Grants and other resources before utilizing P2P tuition assistance. Additional

funds for tuition assistance and to provide continuity of services will be leveraged by co-enrolling participants with WIOA Youth and Adult. DWD will also tap into other local funding resources to provide in-kind administrative and program management support. Lake Superior College is providing additional in-kind support in the form of on-campus office space, materials and equipment, and administrative coordination. Employer time providing experiential learning is also in-kind.

SFY 22 City of Duluth P2P ITP 2047802

### Attachment 1. Work Plan

#### Table

Complete the Work Plan as applicable to your proposal. Use additional pages as necessary. Data entered must be numeric and must be cumulative ("snowball") from quarter to quarter.

|   | Period 1: Grant Start Date through 12/31/21 | Period 2: Grant Start Date through 03/31/22 | Period 3: Grant Start Date through 06/30/22 | Period 4: Grant Start Date through 09/30/2022 |
|---|---|---|---|---|
| Total Participant Enrollments   | 0   | 4   | 6   | 12  |
| Total participants enrolled in post-secondary training  | 0   | 4   | 6   | 12  |
| Total participants completing post-secondary training   | 0   | 0   | 3   | 10  |
| Total post-secondary Degrees/Diplomas/Certificates attained   | 0   | 0   | 3   | 10  |
| Exits to Employment ( <i>job placement</i> )  | 0   | 0   | 2   | 4   |
| <ul style="list-style-type: none"> <li>○ Exits to Employment related to training industry sector(s)</li> <li>○ Exits to Employment at or above \$15/hour</li> </ul> | 0   | 0   | 2   | 3   |
| Average increase in wage per hour ( <i>indicated by \$/hour increase</i> )  | \$0   | \$0   | \$5.00                                      | \$5.00  |
| Participants exited to related advanced post-secondary programs   | 0   | 0   | 0   | 1   |
| Participants transferred to second year funding   | N/A   | N/A   | N/A   | 6   |
| All other exits   | 0   | 0   | 0   | 1   |
| All exits-Total   | 0   | 0   | 2   | 12  |

**Attachment 2: Budget**

Please complete budget form in **cumulative manner**. You are also not required to use all cost categories. Matching funds are not required; however applicants are encouraged to leverage federal, private, or other funds. Please see "[Fiscal – Guidance on Cost Category Definitions](#)" to determine how to categorize expenditures.

**TOTAL COST PER PARTICIPANT \$12,939** (Total award divided by the total number of participants)

| Total DEED Funds Requested |                                       |   |   |   |   |  |                     |
|----------------------------|---------------------------------------|---|---|---|---|--|---------------------|
| Office Use Only            | Cost Category                         | Period 1:<br>Grant Start Date<br>through 12/31/2021 | Period 2:<br>Grant Start Date<br>through 03/31/2022 | Period 3:<br>Grant Start Date<br>through 06/30/2022 | Period 4:<br>Grant Start Date<br>through 09/30/2022 | Total Leveraged<br>Funds <sup>1</sup> (if<br>applicable) | Total Project Funds |
| 833                        | Administrative Costs <sup>2</sup>     | \$ -  | \$ 5,176  | \$ 10,351   | \$ 15,527   | \$ 7,764   | \$ 23,291           |
| 885                        | Direct Services                       | \$ -  | \$ 9,421  | \$ 18,841   | \$ 28,262   | \$ 56,524  | \$ 84,786           |
| 886                        | Direct Services-WR-GED-ABE            | \$ -  | \$ 693  | \$ 1,387  | \$ 2,080  | \$ 4,320   | \$ 6,400            |
| 838                        | Direct Customer Training <sup>3</sup> | \$ -  | \$ 35,167   | \$ 70,335   | \$ 105,502  | \$ 15,000  | \$ 120,502          |
| 828                        | Support Services Costs                | \$ -  | \$ 1,300  | \$ 2,601  | \$ 3,901  | \$ 1,000   | \$ 4,901            |
|                            | <b>Total:</b>                         | \$ -  | \$ 51,757   | \$ 103,515  | \$ 155,272  | \$ 84,608  | \$ 239,880          |

<sup>1</sup> Leveraged funds are non-DEED funds (e.g., cash, in-kind contributions, or other state, federal, or private funds).

<sup>2</sup> Administrative costs cannot exceed 10% of total funds requested.

<sup>3</sup> 40% of award must be allocated to Direct Customer Training costs for tuition, paid work experiences, etc.

SFY 22 City of Duluth P2P ITP 2047802

### Attachment 3. Partnership Chart

List all partner organizations that will contribute to the proposed services with/without compensation. Add additional lines as necessary. Signed letters of intent/support to contract(s) from partners explaining what they will contribute and their responsibility in operations are required for each partner.

If a partner has a potential conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the grantee organization

| Type of Organization (e.g. employer, educational institution, non-profit, etc.) | Name and Address of Organization  | Type of Commitment: (Case Mgmt., Training, Accounting time, Staff, Resources, Referrals, etc.) | Key Contact Person and Telephone Number           | Letter of Support or Intent Enclosed as required                       | Conflict of Interest Disclosure Letter Required?                       | Anticipated total amount of compensation from Grant <sup>4</sup> | Responsible for Workforce One Data Entry                               |
|---|---|--|---|--|--|--|--|
| Educational Institution   | Lake Superior College<br>2101 Trinity Rd<br>Duluth, MN 55811                              | Training   | Tom Kriske, Director of Workforce<br>218-733-1026 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$70,000   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| ABE Partner   | Duluth Adult Education<br>215 N 1 <sup>st</sup> Ave E<br>Duluth, MN 55802                 | Assessment and academic support  | Patty Fleege, Manager<br>218-336-8790             | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$2,080  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Non-Profit, Community Based Organization  | SOAR Career Solutions<br>205 W. 2 <sup>nd</sup> Street,<br>Suite 101, Duluth,<br>MN 55802 | Referrals from On-ramp and Bridge training   | Emily Edison, Executive Director<br>218.722.3126  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |

<sup>4</sup> Subrecipients receiving over \$50,000 must be monitored by your organization. All subrecipient monitoring and contract documents must be made available to DEED upon request.

SFY 22 City of Duluth P2P ITP 2047802

|          |  |   |  |  |  |     |  |
|----------|--|---|--|--|--|-----|--|
| Employer | Essentia Health<br>502 E 2 <sup>nd</sup> St<br>Duluth, MN 55805    | Paid internships and/or OJT<br>Potential employment after<br>graduation | Kim Burke, Workforce<br>Development Specialist<br>218-786-4017 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | Altec<br>1255 Port Terminal<br>Dr.<br>Duluth, MN 55816             | Paid internships and/or OJT<br>Potential employment after<br>graduation | Deanna Oswald<br>Human Resources<br>218-733-1275               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | CW Technology<br>5614 Grand Ave<br>Duluth, MN 55807                | Paid internships and/or OJT<br>Potential employment after<br>graduation | Emily Wiseman, Manager of<br>Talent Strategy<br>218-728-7109   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | Halvor Lines<br>217 Grand Ave<br>Superior, WI 54880                | Paid internships and/or OJT<br>Potential employment after<br>graduation | Mary Thompson-Bode<br>715-392-8161                             | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | ME Global<br>200 E Carterett St<br>Duluth, MN 55808                | Paid internships and/or OJT<br>Potential employment after<br>graduation | Matt Christensen, HR Manager<br>218-213-9557                   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Employer | Northland<br>Constructors<br>4843 Rice Lake Rd<br>Duluth, MN 55803 | Paid internships and/or OJT<br>Potential employment after<br>graduation | Craig Ploetz, VP of Construction<br>218-722-8170               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$0 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

# TERMS & CONDITIONS

## DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This exhibit provides the 1) Contacts, 2) Funding Information and Limitations, 3) Items required during the Grant Period, 4) Special Administrative Provisions Required and 5) Annual Items, sent on First Award of Fiscal Year.

### 1) CONTACTS:

Marc Majors  
Director, Employment & Training Programs  
(651) 259-7595  
[Marc.Majors@state.mn.us](mailto:Marc.Majors@state.mn.us)

Enock Kakuuku  
Adult Career Pathways Program Coordinator  
(651) 259-7581  
[Enock.Kakuuku@state.mn.us](mailto:Enock.Kakuuku@state.mn.us)

Nancy Omondi  
Director of Adult Programs  
(651) 259-7525  
[Nancy.Omondi@state.mn.us](mailto:Nancy.Omondi@state.mn.us)

Jenilee Drilling  
Adult Career Pathways Program Coordinator  
(651) 259-7530  
[Jenilee.Drilling@state.mn.us](mailto:Jenilee.Drilling@state.mn.us)

Ann Meyers  
Supervisor, Adult Career Pathways  
(651) 259-7174  
[Ann.Meyers@state.mn.us](mailto:Ann.Meyers@state.mn.us)

Vanessa Roman  
Adult Career Pathways Program Coordinator  
(651) 259-7578  
[Vanessa.Roman@state.mn.us](mailto:Vanessa.Roman@state.mn.us)

**Fiscal/Monitoring Contacts**  
Supervisor/Monitoring  
(651) 259-7574  
[Shannon.Rolf@state.mn.us](mailto:Shannon.Rolf@state.mn.us)

Colleen Schwab  
Fiscal/ Finance Activities  
(651) 259-7589  
[Colleen.Schwab@state.mn.us](mailto:Colleen.Schwab@state.mn.us)

#### Reimbursement Payment Request (RPR) Submittal Address:

[DEED.FSR@state.mn.us](mailto:DEED.FSR@state.mn.us)

#### Workforce One website for submitting service desk ticket:

<https://apps.deed.state.mn.us/survey/ticket.shtml>

### 2) FUNDING INFORMATION AND LIMITATIONS:

**DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>

**Cost Category Definitions:** See Planning Instructions

**Administration Limit:** No more than ten percent (10%) may be expended for administration

Updated 1/6/2022

## ATTACHMENT 4

### 3) ITEMS REQUIRED DURING THE GRANT PERIOD:

**Grant Program Monitoring Guide**– Complete and return to program monitor when instructed to do so.

**As applicable, Monthly Reimbursement Payment Request (RPR) – Template (for completion) –** Due no later than the 20th of the month following the preceding month end (i.e. July, 2018 RPR is due August 20, 2018). Report accrued monthly expenditures.

**Progress Report Format** – Completed Quarterly

### 4) SPECIAL ADMINISTRATIVE PROVISION REQUIRED:

Grantees must conduct at least one monitoring visit and complete a financial reconciliation of expenditures for their subrecipients receiving over \$50,000 in State funds. The monitoring and financial reconciliation must be completed before final payment is made ([Policy Number: 08-10, Policy on Grant Monitoring, Rev. 2016](#)). The Code of Federal Regulations (CFR) outlines monitoring and auditing requirements for subrecipients of federal awards ([2CFR 200.311](#)). Grantees are responsible for review, interpretation, and application of these regulations.

### 5) ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:

*If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.*

**Fiscal Monitoring Guide** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**Annual Assessment** - Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

**EO ADA Annual Assessment** – Complete and return to [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) within 30 days from receipt of grant package

P2P Work Plan Summary

SFY22 + SFY 23 Cumulative Totals

Exhibit E

| P2P Grant      | Program Component  | Career Pathway Link                           | SFY22 & SFY23 Planned Participants Served - Total | SFY22 & SFY23 Planned Participants Enrolled in Training - Total | SFY23 Planned Participants Completing Training - Total | SFY22 & SFY23 Planned Participants Placed in Employment | Agency - Enrollment/Case Management | Agency - Instruction  | Employer Partners                               |
|----------------|--|---|---|---|--|---|-------------------------------------|---|---|
| On-Ramp        | Certificates: Mind Over Matters/Career Quest   | Employment, BSC, healthcare or Individualized | 75  | 60  | 48   | 26  | SOAR                                | SOAR  | Healthcare: Essentia, St. Luke's                |
|                | ABE  |   |   |   |  |   |                                     | Construction: Northland Constructors, Ames, Kramer NA, IUOE local 49, Ironworkers 512 |   |
| Bridge         | Contextualized reading/math<br>Orientation to Career Pathway Options (Tools of the Trades, Intro to Manufacturing, Healthcare) |   |   |   |  |   |                                     | SOAR  | Manufacturing: SCS Interiors, ME Global, Alttec |
|                | Intro to healthcare (4 hrs, 5 workshops per year)  | n/a   |   |   |  |   | n/a                                 | DWD/LSC   | n/a   |
|                | Building Strong Communities (OSHA 30, MC3)   | Union apprenticeship                          | 35  | 30 (2 cohorts)  | 26   | 23  | SOAR                                | SOAR/ABE  | Northland, KA, Operating Engineers, Ironworkers |
|                | C.N.A. at LSC  | LPN/RN  | 36  | 30 (3 cohorts)  | 26   | 23  | 30% SOAR/70% DWD                    | LSC/ABE   |   |
|                | TMA  | LPN/RN  | 20 (18 from C.N.A. class)                         | 20 (2 cohorts)  | 18   | n/a   | 30% SOAR/70% DWD                    | LSC/ABE   | Chris Jensen, Ecumen                            |
| Individualized | C.N.A. at CAD  | LPN/RN  | 20  | 20 (2 cohorts)  | 17   | 15  | 70% SOAR/30% DWD                    | CAD/ABE   | Benedictine                                     |
|                | Health Services  | MA  | 28  | 24 (2 cohorts)  | 20   | 18  | 40% SOAR/60% DWD                    | LSC/ABE   | Essentia/St. Lukes                              |
|                | CDL A  | Employment                                    |   | 12  |  |   |                                     | LSC   | Halvor, MNDoT                                   |
|                | IT   | Employment or further education               | 24  | 12  | 20   | 20  | DWD                                 | LSC   | CW or Citon                                     |
|                | Other healthcare degrees   |   |   |   |  |   | LSC                                 | Essentia/St. Lukes  |   |
|                | Manufacturing degrees  |   |   |   |  |   | LSC                                 | Cirrus, Alttec  |   |

P2P Work Plan Summary

SFY22 Year One

| P2P Grant      | Program Component  | Career Pathway Link                           | SFY22 Planned Participants Served - Year One | SFY22 Planned Participants Enrolled in Training - Year One | SFY22 Planned Participants Completing Training - Year One | SFY22 Planned Participants Placed in Employment | Agency - Enrollment/Case Management | Agency - Instruction  | Employer Partners                               |
|----------------|--|---|--|--|---|---|-------------------------------------|---|---|
| On-Ramp        | Certificates: Mind Over Matters/Career Quest   | Employment, BSC, healthcare or Individualized | 40   | 32   | 26  | 12  | SOAR                                | SOAR  | Healthcare: Essentia, St. Luke's                |
|                | ABE  |   |  |  |   |   |                                     | Construction: Northland Constructors, Ames, Kramer NA, IUOE local 49, Ironworkers 512 |   |
| Bridge         | Contextualized reading/math<br>Orientation to Career Pathway Options (Tools of the Trades, Intro to Manufacturing, Healthcare) |   |  |  |   |   |                                     | SOAR  | Manufacturing: SCS Interiors, ME Global, Alttec |
|                | Intro to healthcare (4 hrs, 5 workshops per year)  | n/a   |  |  |   | n/a   | n/a                                 | DWD/LSC   | n/a   |
|                | Building Strong Communities (OSHA 30, MC3)   | Union apprenticeship                          | 17   | 15 (1 cohort)  | 13  | 11  | SOAR                                | SOAR/ABE  | Northland, KA, Operating Engineers, Ironworkers |
|                | C.N.A. at LSC  | LPN/RN  | 12   | 10 (1 cohort)  |   |   | 30% SOAR/70% DWD                    | LSC/ABE   |   |
|                | TMA  | LPN/RN  | 10 (9 from C.N.A. class)                     | 1 (1 cohort)   | 27  | 24  | 30% SOAR/70% DWD                    | LSC/ABE   | Chris Jensen, Ecumen                            |
| Individualized | C.N.A. at CAD  | LPN/RN  | 10   | 10 (1 cohort)  |   |   | 70% SOAR/30% DWD                    | CAD/ABE   | Benedictine                                     |
|                | Health Services  | MA  | 14   | 12 (1 cohort)  |   |   | 40% SOAR/60% DWD                    | LSC/ABE   | Essentia/St. Lukes                              |
|                | CDL A  | Employment                                    |  | 6  |   |   |                                     | LSC   | Halvor, MNDoT                                   |
|                | IT   | Employment or further education               | 12   | 6  | 10  | 8   | DWD                                 | LSC   | CW or Citon                                     |
|                | Other healthcare degrees   |   |  |  |   |   | LSC                                 | Essentia/St. Lukes  |   |
|                | Manufacturing degrees  |   |  |  |   |   | LSC                                 | Cirrus, Alttec  |   |

P2P Work Plan Summary

SFY23 Year Two

| P2P Grant      | Program Component  | Career Pathway Link                           | SFY23 Planned Participants Served - Year Two | SFY23 Planned Participants Enrolled in Training - Year Two | SFY23 Planned Participants Completing Training - Year Two | SFY23 Planned Participants Placed in Employment | Agency - Enrollment/Case Management | Agency - Instruction  | Employer Partners                               |
|----------------|--|---|--|--|---|---|-------------------------------------|---|---|
| On-Ramp        | Certificates: Mind Over Matters/Career Quest   | Employment, BSC, healthcare or Individualized | 35   | 28   | 23  | 14  | SOAR                                | SOAR  | Healthcare: Essentia, St. Luke's                |
|                | ABE  |   |  |  |   |   |                                     | Construction: Northland Constructors, Ames, Kramer NA, IUOE local 49, Ironworkers 512 |   |
| Bridge         | Contextualized reading/math<br>Orientation to Career Pathway Options (Tools of the Trades, Intro to Manufacturing, Healthcare) |   |  |  |   |   |                                     | SOAR  | Manufacturing: SCS Interiors, ME Global, Alttec |
|                | Intro to healthcare (4 hrs, 5 workshops per year)  | n/a   |  |  |   |   | n/a                                 | DWD/LSC   | n/a   |
|                | Building Strong Communities (OSHA 30, MC3)   | Union apprenticeship                          | 18   | 15 (1 cohort)  | 13  | 12  | SOAR                                | SOAR/ABE  | Northland, KA, Operating Engineers, Ironworkers |
|                | C.N.A. at LSC  | LPN/RN  | 24   | 20 (2 cohorts)   |   |   | 30% SOAR/70% DWD                    | LSC/ABE   |   |
|                | TMA  | LPN/RN  | 10 (9 from C.N.A. class)                     | 1 (1 cohort)   | 37  |   | 30% SOAR/70% DWD                    | LSC/ABE   | Chris Jensen, Ecumen                            |
| Individualized | C.N.A. at CAD  | LPN/RN  | 10   | 10 (1 cohort)  |   |   | 70% SOAR/30% DWD                    | CAD/ABE   | Benedictine                                     |
|                | Health Services  | MA  | 14   | 12 (1 cohort)  |   |   | 40% SOAR/60% DWD                    | LSC/ABE   | Essentia/St. Lukes                              |
|                | CDL A  | Employment                                    |  | 6  |   |   |                                     | LSC   | Halvor, MNDoT                                   |
|                | IT   | Employment or further education               | 12   | 6  | 10  | 12  | DWD                                 | LSC   | CW or Citon                                     |
|                | Other healthcare degrees   |   |  |  |   |   | LSC                                 | Essentia/St. Lukes  |   |
|                | Manufacturing degrees  |   |  |  |   |   | LSC                                 | Cirrus, Alttec  |   |

**P2P Partner Roles and Responsibilities Summary  
State Fiscal Year 22 & State Fiscal Year 23**

**Exhibit F**

| Role and Responsibility | Duluth Workforce Development   | SOAR Career Solutions  | Lake Superior College   | Adult Basic Education   |
|-------------------------|--|--|---|---|
| <b>Recruitment</b>      | <p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p>   | <p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p>   | <p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p> <p>Provide clear guidelines for requirements/prerequisites for LSC component of training</p>                              | <p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p> |
| <b>Enrollment</b>       | <p>Enroll participants in grant through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC enrollment steps by deadline</p> | <p>Enroll participants in grant through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC enrollment steps by deadline</p> | <p>Clearly communicate all enrollment process steps to partners</p> <p>Ensure all students are enrolled at LSC by the start of class</p> <p>Pro-actively communicate with DWD and SOAR case managers about enrollment problems/barriers to ensure they are resolved before class starts</p> | <p>Administer TABE test prior to enrollment</p> <p>Allow class time to complete LSC enrollment steps if needed</p>  |

**P2P Partner Roles and Responsibilities Summary  
State Fiscal Year 22 & State Fiscal Year 23**

**Exhibit F**

| Role and Responsibility                          | Duluth Workforce Development   | SOAR Career Solutions  | Lake Superior College   | Adult Basic Education  |
|--|--|--|---|--|
| <b>On-ramp Portion</b>                           | <p>Refer applicants testing below a 6<sup>th</sup> grade level on reading or math, or requiring basic computer literacy skills, to ABE for skill development</p> <p>Provide basic work readiness skill development through CareerForce workshops</p> | <p>Refer applicants testing below a 6<sup>th</sup> grade level on reading or math, or requiring basic computer literacy skills, to ABE for skill development</p> <p>Provide basic work readiness skill development through Mind Over Matters and CareerQuest</p> | <p>No role during on-ramp</p>   | <p>Provide math, reading, and digital literacy instruction to on-ramp participants</p>   |
| <b>Bridge and Integrated Instruction Portion</b> | <p>Regularly check in with students and instructor on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p>  | <p>Regularly check in with students and instructor on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p>  | <p>Provide ABE instructor with class outline and materials to support pre-training preparation</p> <p>Track student attendance using sign-in sheets</p> <p>Communicate with job counselors to help track attendance and follow up with students who are struggling in class</p> <p>Provide effective and engaging career skills instruction in Health Services, CAN, CDL, carpentry, and machine operating</p> <p>Hire and provide adequate orientation and training on LSC</p> | <p>Communicate with job counselors to help track attendance and follow up with students who are struggling in class</p> <p>Provide bridge instruction as part of each training cohort</p> <p>Participate in curriculum and lesson planning coordination between LSC and ABE instructors</p> <p>Provide open lab and in class support to students to ensure learning objectives are achieved</p> <p>Assist LSC instructor in differentiating instruction to serve different students' needs</p> |

**Exhibit F**  
**P2P Partner Roles and Responsibilities Summary**  
**State Fiscal Year 22 & State Fiscal Year 23**

| <b>Role and Responsibility</b> | <b>Duluth Workforce Development</b>   | <b>SOAR Career Solutions</b>  | <b>Lake Superior College</b>  | <b>Adult Basic Education</b>  |
|--------------------------------|---|---|---|---|
|                                |   |   | <p>systems and processes to LSC instructors</p> <p>Participate in planning for curriculum and classroom integration between LSC and ABE instructors</p> | <p>Support individual and group work; Provide technology assistance</p> <p>Support students in developing study and test taking skills</p> <p>Assist students in catching up after an absence</p>       |
| <b>Job Readiness</b>           | <p>Provide one-on-one job readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p> | <p>Provide one-on-one job readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p> | <p>Ensure training curriculum effectively teaches skills required to succeed on the job</p>   | <p>Assist in providing job readiness instruction</p>  |
| <b>Job Placement</b>           | <p>Provide one-on-one job placement support to participants</p> <p>Work with LSC instructors to coordinate employer participation during training classes</p>             | <p>Provide one-on-one job placement support to participants</p>   | <p>Work with DWD to coordinate employer participation during training classes</p>   | n/a   |
| <b>Grant Management</b>        | <p>Provide overall budget oversight</p> <p>Convene and facilitate partner coordination meetings</p>   | <p>Fulfill recruitment, enrollment, and placement goals laid out in sub recipient agreement</p> <p>Participate in partner coordination meetings</p>                       | <p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p>                   | <p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p> <p>Designate point person to manage all components of program</p> |

**P2P Partner Roles and Responsibilities Summary  
State Fiscal Year 22 & State Fiscal Year 23**

**Exhibit F**

| <b>Role and Responsibility</b> | <b>Duluth Workforce Development</b> | <b>SOAR Career Solutions</b>  | <b>Lake Superior College</b>   | <b>Adult Basic Education</b>                              |
|--------------------------------|-------------------------------------|---|--|---|
|                                |                                     | Designate point person to manage all components of program implementation including tracking timelines and deadlines<br><br>Assist in problem solving to ensure quality of student experience | Designate point person to manage all components of program implementation including tracking timelines and deadlines | implementation including tracking timelines and deadlines |

**P2P Sub-Recipient Monitoring Schedule - ISD #709 DAE**

**Exhibit G**

**Grant Dates: start date through June 30, 2023**

| Sub-Recipient Monitoring Schedule    | SFY22 - start date through Sept. 30, 2022 |                 | SFY23 - July 1, 2022 through June 30, 2023 |              |                |                 |
|--------------------------------------|---|-----------------|--|--------------|----------------|-----------------|
|                                      | Jan-March 2022                            | April-June 2022 | July-Sept 2022                             | Oct-Dec 2022 | Jan-March 2023 | April-June 2023 |
|                                      | Fiscal Monitoring (Once per SFY)          |                 |  |              |                |                 |
| On Ramp to Career Pathways Program   |   |                 | planned                                    | planned      |                |                 |
| Bridge to Healthcare Careers         |   |                 | planned                                    | planned      |                |                 |
| Bridge - Building Strong Communities |   |                 | planned                                    | planned      |                |                 |



## Annual

# Administrative and Fiscal Monitoring Guide

To be completed by Employment and Training Program Providers/Grantees

Returned to the [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us) e-mail account.

State Fiscal Year (SFY) ~~2022~~ Example  
Program Year (PY) ~~2021~~ Example

Minnesota Department of  
Employment and Economic Development  
Employment and Training Programs Division  
Fiscal/Monitoring Unit

Updated June 28, 2021

**Exhibit H - Example**

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## APPLICANT/GRANTEE INFORMATION

Name of person submitting the form: Enter the name of the person submitting this form.

E-mail address: Enter e-mail address.

Agency: Enter name of organization.

Date Guide Completed: Enter the date the guide was completed.

## ALTERNATIVE FORMATS

This guide is available in alternative format(s) upon request. To arrange to receive this guide in an alternative format, please contact:

**Name of Contact:** Karen Lilledahl

**E-mail:** [Karen.lilledahl@state.mn.us](mailto:Karen.lilledahl@state.mn.us)

**Phone Number:** 651-259-7089      **TTY:** 651-296-3900

## INTRODUCTION

This guide is one of the tools used to determine whether the Minnesota Department of Employment and Economic Development's (DEED) providers/grantees (referred to as grantee, moving forward) have developed and implemented sound administrative, financial and accounting strategies, policies, procedures, and systems to ensure the grantee (itself as an entity) and any subgrantees have the administrative and fiscal capacity, and financial health to carry out the activities of the grant, serve grant participants, manage the grant funds, and segregate the multiple funding sources to ensure optimal use of the grant funds. Monitoring is not only to be carried out by DEED at the grantee level, but also by the grantee at the subgrantee level.

The Annual Assessments/Local Unified Plan (as applicable), Equal Opportunity (EO) and Americans with Disabilities Act (ADA) Annual Assessment, and program monitoring reports, etc. will be reviewed as they relate to the various sections of this Guide.

## INSTRUCTIONS

Employment and Training Program (ETP) grantees are required to submit an Annual Administrative Fiscal Monitoring Guide to the Minnesota Department of Employment and Economic Development (DEED) to receive and continue to receive federal, state, and other funding.

The character field to key your answer in is depicted with instructions written in dark blue font, and a gray background will show when you hover over it.

Return this populated guide to: [WSCD.Notifications@state.mn.us](mailto:WSCD.Notifications@state.mn.us), with the following attachments, which are written in red font:

- **Liability Insurance Certificate**
- **Most recent audit report, if not on file with DEED.**
- **Inventory list of equipment and other purchases made with DEED grant funds (over \$5,000 per item).**
- **Organizational chart for the agency.**
- **Chart of accounts related to DEED's grants.**

**All sections of this guide must be completed by the grantee.**

## STAFF, COMMENTS, QUESTIONS

To be completed by the grantee.

Grantee staff completing this guide:

1. Name: Enter grantee name.  
Title: Enter grantee title.  
E-mail Address: Enter grantee e-mail address.
2. Name: Enter grantee name.  
Title: Enter grantee title.  
E-mail Address: Enter grantee e-mail address.
3. Name: Enter grantee name.  
Title: Enter grantee title.  
E-mail Address: Enter grantee e-mail address.

Comments from the provider/grantee: Enter comments.

Questions for DEED staff: Enter questions here.

If you have any questions, comments, or concerns related to this guide, please contact your monitor (as indicated in the grant Terms and Conditions), or Chris Ortega at [Chris.Ortega@state.mn.us](mailto:Chris.Ortega@state.mn.us).

## REFERENCES

### Uniform Guidance 2CFR 200

#### Subpart D:

- Standards for Financial and Program Management (200.302 to 200.303)
- Payment (200.305)
- Procurement Standards (200.318 to 200.321)
- Performance & Financial Monitoring and Reporting (200.327 to 200.328)
- Uniform Guidance 2 CFR 200 (200.33)

#### Subpart F:

- Management Decision Letters (200.66)
- Sanctions (200.505)
- Audit Findings Follow-up (200.511)
- Audit Reporting (200.515)
- Criteria for a low-risk auditee (200.520)

### Single Audit Act of 1996

### Minnesota Office of Grants Management Policies and Statutes

- Policy 08-01: Grants Conflict of Interest
- Policy 08-03: Publicizing Grants Notices and Requests for Proposal (rev. 2012)
- Policy 08-06: Financial Review of Nongovernmental Organizations (rev.12-2016)
- Policy 08-08: Grant Payments (rev. 10-2013)
- Policy 08-10: Grant Monitoring (rev. 12-2016)

### Conflict of Interest Minnesota Statute 10A.07

### Minnesota Data Privacy Practices

### Salary and Bonus Limitations (if applicable)

### WIOA Part 683-Administrative Provisions Under Title 1 of the Workforce Innovation and Opportunity Act

## INTERNAL CONTROLS

Per Uniform Guidance, below is a list of required written policies and procedures. Please check the box if you have these policies and enter the most recent policy date.

- Payments - (2 CFR 200.302(b)(6) and 2 CFR 200.305, **Dated:** Enter the date the policy was most recently updated.
- Allowable Costs - 2 CFR 200.302(b)(7), **Dated:** Enter the date the policy was most recently updated.

**Exhibit H - Example**

- Procurement - 2 CFR 200.318, **Dated:** Enter the date the policy was most recently updated.
- Competition - 2 CFR 200.319, **Dated:** Enter the date the policy was most recently updated.
- Method of Evaluation and Selection - 2 CFR 200.320, **Dated:** Enter the date the policy was most recently updated.
- Compensation-Personal Services - 2 CFR 200.430, **Dated:** Enter the date the policy was most recently updated.
- Compensation-Fringe Benefits - 2 CFR 431, **Dated:** Enter the date the policy was most recently updated.
- Employee Relocation Costs - 2 CFR 200.464, **Dated:** Enter the date the policy was most recently updated.
- Travel Costs - 2 CFR 200.474, **Dated:** Enter the date the policy was most recently updated.

1. Does the grantee have the following internal controls in place to provide reasonable assurance that grant operations will achieve the following objectives?

Effectiveness and efficiency of operations?  Yes  No

Reliability of reporting for internal and external use?  Yes  No

Compliance with applicable laws and regulations?  Yes  No

Do the policies and procedures above reflect proper segregation of duties?

Yes  No

2. Are duties for the following tasks segregated?

Recording  Yes  No

Custodian  Yes  No

Authorizing  Yes  No

Reconciliation  Yes  No

If not, do you have compensating controls in place to mitigate the internal control risk?

Yes  No

**Note:** A compensating control is an alternative control that if the primary control fails, there are other controls in place to mitigate any risk.

## ACCOUNTING SYSTEMS

1. Is a chart of accounts or accounting structure maintained?  
 Yes  No
2. Are funds adequately segregated for grant fund reporting?  
 Yes  No

**Exhibit H - Example**

3. Is an accrual accounting system used?  
Yes No  
 If not, do you report on an accrual basis?  
Yes No

**Definition of accrual:** method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the liability is incurred. Most government accounting follows this method.

## PETTY CASH SYSTEM

1. Does your organization have petty cash?  
Yes No N/A  
 If yes, please answer the following:
- a. Are the replenishments appropriately allocated to DEED's funds?  
Yes No
  - b. How much money is kept in petty cash?  
 Enter how much money your organizations keeps in petty cash.
  - c. How is petty cash safeguarded?  
 Enter how your organization safeguards petty cash.
  - d. How often is petty cash reconciled or replenished?  
 Enter how frequently your organization reconciles or replenishes petty cash.

## CASH RECEIPT AND DISBURSEMENT SYSTEM

1. Is there adequate segregation of duties between cash receipts and disbursements?  
Yes No
2. Is there adequate documentation to support all expenses reported on the general ledger?  
Yes No
3. Are there policies and procedures in place to identify and recapture improper payments?  
Yes No  
 If no, what process is in place to identify and recapture improper payments?  
 If no, enter what process is in place to identify and recapture improper payments.
4. Are vendor invoices compared and reconciled to purchase orders?  
Yes No  
 If no, why not?  
 If not, enter in why your organization doesn't compare and reconcile invoices to purchase orders.

**Exhibit H - Example**

5. Are invoices authorized for payment?  
Yes No  
 If no, why not?  
 If not, enter in why your organization doesn't authorize invoices for payment.
6. Are vendor account balances reviewed?  
Yes No  
 If no, why not?  
 If not, enter in why your organization doesn't review vendor account balances.
7. Are your bank account(s) covered by FDIC or FSLIC?  
Yes No  
 If yes, for what amount?  
 If yes, enter in the dollar amount of your organization's FDIC or FSLIC coverage.
8. Does the amount kept in any account exceed the FDIC or FSLIC coverage?  
Yes No  
 If yes, how are the funds in excess insured from loss?  
 If yes, enter how the funds in excess are insured from loss.
9. Are receipts deposited immediately?  
Yes No

**REPORTING**

1. Which monthly fiscal request is submitted to DEED?  
Financial Status Report (FSR)/Cash Advance Payment Request (CAPR)  
Reimbursement Payment Request (RPR)
2. Are there policies and procedures in place to ensure accurate financial reporting?  
Yes No
3. Are there policies and procedures in place to ensure that the reporting system is safeguarded, and security is limited to the appropriate staff?  
Yes No

**PROGRAM INCOME****(REFERENCE 2 CFR200.80 OF THE OMB UNIFORM GUIDANCE**

Program Income – The grant recipient's written program income policy and procedures describe the allowability of costs in accordance with [Subpart E – Cost Principles](#) and have been issued to key personnel and, if applicable, subgrantees. (U.S. DOL Employment and Training Administration, Core Monitoring Guide).

1. Do you have program income?  
Yes No  
 If yes, please answer the following questions:

**Exhibit H - Example**

- a. Do you have policies and procedures for program income requirements?  
Yes    No
- b. Do you have a system in place to record and expend program income?  
Yes    No
- c. Do you expend program income before expending grant funds?  
Yes    No

**COST CLASSIFICATION/PRINCIPALS**

Cost Principals - There is written evidence that costs being allocated to the grant are allowable, being treated consistently over time and within the accounting system, are necessary, reasonable, and allocated to the grant based on benefit received.

1. Have written and uniform cost classifications for each cost category been developed?  
Yes   No
  - a. If yes, do you verify that these classifications are properly adhered to by subgrantee(s), if applicable?  
Yes    No   N/A
  - b. If no, then please explain why the cost classifications haven't been developed.  
Enter why cost classifications haven't been developed.
2. Do you have written policies and procedures for distributing costs, staff time and administrative costs among funding streams, programs, etc.?  
Yes   No
3. How do you allocate shared costs?  
Cost Allocation Plan      Approved Indirect Rate
4. How do you allocate staff's time among the various grant programs they work on?  
Enter how your organization allocates staff's time among the various grant programs they work on.
5. Is there written evidence, such as timesheets, used to allocate personnel time and costs?  
Yes   No  
If no, how is time allocated?  
If no, please enter how your organization allocates time.
6. How do you ensure that the grant is not charged unallowable costs based on the cost principles and the provisions of the grant agreement?  
Enter how your organization ensures that the grant is not charged unallowable costs based on the cost principles and provisions of the grant agreement.
7. Are you aware that DEED's grant funds cannot pay the cost of other programs?  
Yes   No

## ON-THE-JOB TRAINING (OJT)

1. Do you utilize OJT's?

Yes  No

If yes:

a. Do you have an OJT monitoring process?

Yes  No

b. Does monitoring include identifying the participant's progress and/or skill attainment during the training period?

Yes  No

c. Are you aware of the new WIOA regulations when determining the amount of OJT reimbursement to the employer? ([WIOA 680.730](#))

Yes  No  N/A

d. Do you have a contract with the required assurances?

Yes  No

## AUDIT

1. Does DEED have a copy of your most recent audit report?

Yes  No

2. Has the audit report identified your agency as high risk?

Yes  No

3. Do you review your subgrantee's audit reports?

Yes  No  We don't have subgrantees

## EQUIPMENT PURCHASES/INVENTORY

Equipment is defined by the federal government in [Uniform Guidance 2 CFR 200 \(200.313\)](#) as ".....*tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.*" Purchasing equipment with DEED funds cannot occur within the second year of the grant period (if applicable). The grantee must submit a property/equipment inventory list of items purchased with DEED funds annually.

1. Do you have minimum insurance coverage for real property and equipment acquired with DEED grant funds?

Yes  No  N/A

2. In the past year, has property and/or equipment (over \$5,000 per item) been purchased with DEED grant funds?

Yes  No

If yes, please answer the following questions:

**Exhibit H - Example**

- a. List items, date of purchase, and costs:  
Enter items, date of purchase, and cost
  - b. Was prior approval received from DEED?  
Yes No
  - c. Are you aware that purchasing equipment in the second year of the grant is prohibited?  
Yes No
3. Do you conduct an inventory of equipment and is it reconciled at least once every two years?  
Yes No N/A
  4. Do you have a process/policy in place to identify electronic devices and/or equipment that has been lost, damaged, stolen, or disposed of?  
Yes No
  5. Do you have assets such as bus cards, credit cards, gift cards, etc.  
Yes No  
If yes, please answer the following questions:
    - a. Is inventory conducted on these assets?  
Yes No  
If yes, how often is this conducted and by whom?  
If yes, enter how often inventory is conducted and by whom.
    - b. How are these items safeguarded to prevent unauthorized use?  
If yes, enter in how your organization has safeguarded these items to prevent unauthorized use.
    - c. How are these items tracked to ensure proper usage?  
If yes, enter in how your organization tracks these items to ensure proper usage.
  6. Can you attest or confirm that you have made efforts where required or applicable to follow the "Buy American" Act for purchases of products or goods?  
Yes No

**LIABILITY INSURANCE**

Attach a copy of your liability insurance certificate and answer the following questions.

1. Does your liability insurance include employee dishonesty?  
Yes No
2. Does the coverage include participant work-related and/or training activities?  
Yes No N/A
3. Has this coverage requirement been included in your subgrantee agreements?  
Yes No We don't have subgrantees

**Exhibit H - Example**

Note: This is in addition to paid employment activities (work experience, On-the-Job Training (OJT)) covered by workers compensation.

**PROCUREMENT SYSTEMS**

1. Do you conduct procurement activities in a manner that promotes full and open competition?  
Yes No
2. Have you correctly identified each third-party as a subgrantee or a contractor?  
Yes No N/A
3. Do you understand the two roles (subgrantee or contractor) in accordance with the Uniform Guidance?  
Yes No
4. Do you conduct a risk assessment of your subgrantees?  
Yes No We don't have subgrantees

**REQUEST FOR PROPOSALS (RFP)**

1. Do you contract for administrative services, goods, and/or grant program services (Not including audit services)?  
Yes No  
If yes: please answer the following questions.
  - a. For which programs?  
Enter your organization's contracted programs.
  - b. Do you require the same contract provisions of a subgrantee that is similar to DEED's master contract (PSP) or stand-alone contract?  
Yes No We don't have subgrantees
  - c. Do you have a policy or procedure in place to conduct fiscal and program monitoring of subgrantees?  
Yes No We don't have subgrantees
  - d. Do you conduct financial reconciliations on all subgrantee agreements over \$50,000?  
Yes No We don't have subgrantees
  - e. How often is a solicitation or RFP conducted?  
Enter how often your organization conducts a solicitation or RFP.
  - f. When was the last time an RFP was conducted for program services?  
Enter how often your organization conducts a solicitation or RFP.
  - g. Is the review criteria similar to the elements in Office of Grants Management Policy 08-02?  
Yes No

## Exhibit H - Example

- h. Do you maintain a written code of conduct covering conflicts of interest and governing the actions of your employees or Board members engaged in the selection, award, and administration of contract?  
Yes No
2. Do you contract for audit services?  
Yes No  
If yes, please answer the following questions:
- a. How often is an RFP conducted for audit services?  
Enter how often your organization conducts an RFP for audit services.
- b. When was the last time an RFP was conducted for audit services?  
Enter the last time your organization conducted an RFP for audit services.
3. Do you have noncompetitive (sole source) procedures?  
Yes No
4. How do you administer contracts and confirm the terms and conditions of the contracts are being met?  
Enter how your organization administers contracts and confirms the terms and conditions of the contracts are being met.
5. Do you have a process for the closeout of contracts?  
Yes No
6. Does the contract closeout policies and procedures address the following issues:
- a. Final Payment?  
Yes No
- b. Final deliverable of goods and/or services?  
Yes No

## PERSONNEL

1. Is there a current written personnel policy?  
Yes No  
If yes, does the policy include the hiring procedures to fill staff vacancies supported by grant funds?  
Yes No
2. Are there current vacancies showing on the organizational chart?  
Yes No  
If yes, do/does the vacancy(ies) affect the implementation of any DEED-funded grants?  
Yes No

**Exhibit H - Example**

3. Are appropriate grant staff properly insured and bonded?  
Yes No  
If yes, who is bonded?  
Enter the names of the grant staff who are insured and bonded.  
  
If no, do you conduct background or qualification checks?  
Yes No
4. Has the grantee confirmed and disclosed in a timely manner, in writing, to DEED all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award?  
Yes No N/A
5. Are salary and bonuses reasonable and comparable to the local labor market and within the Executive Level II salary cap? (TEGL 5-06).  
Yes No
6. Are bonuses, raises, and leave practices, covered in the written personnel policies?  
Yes No
7. Is there sufficient documentation to support the salaries and fringe benefits charged to DEED grants?  
Yes No
8. Is payroll certified by management?  
Yes No
9. Are leave requests used and signed by employees/participants/supervisors?  
Yes No
10. Are employees/participants paid only by check or direct deposit?  
Yes No
11. Do you retain payroll withholding forms for employees and participants?  
Yes No
12. Do employees directly time charge to grants based on activities conducted for each grant?  
Yes No
13. Is there a procedure for cross-training or rotation of duties for accounting personnel?  
Yes No

**Pathways to Prosperity**  
**State Fiscal Year (SFY) 2022 – 2023**  
**Sub-Recipient**  
**Grantee Obligations Acknowledgement Checklist**

Exhibit I

Please read and check all items to confirm that you understand all requirements. Sign and return this form with your contracting packet. If you have questions please contact your program coordinator.

I understand:

**Eligibility/Enrollment Elements**

- and have read the “Documentation Needed to Support Participant Eligibility” at <https://mn.gov/deed/programs-services/adult-career-pathways/>. We understand that there are participant eligibility requirements and that we must obtain and retain backup documentation to support a participant’s eligibility.

**Workforce One (WF1) – applicable to SOAR Career Solutions only**

- that my organization is required to enter all eligible participants into the Workforce One (WF1) database.
- that all enrollment/eligibility backup documentation must be collected *before* enrolling a participant into WF1.
- that the participant’s enrollment date must be on or after the date all supporting documentation is received.
- that we are required to input all activities, support services, credentials, and employment data into WF1.
- that all data (enrollments, case notes, activities, exits, etc.) must be entered into WF1 within fifteen (15) business days of event date.
- that monthly one on one contact/engagement is required for all enrolled participants and the contact must be documented in WF1.

**Payment Requests (RPR/FSR) - due monthly, by the 10<sup>th</sup> of the following month**

- that we are responsible for tracking ACTUAL incurred grant costs.
- that we are responsible for retaining documentation of these costs and will submit to Duluth Workforce Development monthly along with our Reimbursement Payment Request (RPR).
- that RPR payments are made on a reimbursement basis and will not be made unless all required reports have been submitted.
- that we cannot bill Duluth Workforce Development for a participant until he/she/they are entered into WF1; back billing is not permitted.
- all expenses billed must be within the scope and detail of the approved work plan.
- all expenses associated with participants lacking enrollment/eligibility backup documentation will be disallowed.

**Quarterly Reports -due April 30, July 30, October 30, and January 30.**

- that my organization is required to submit a quarterly narrative Performance Outcome reporting that describes the progress of the award. (Due the 30th of the month following the end of the quarter.)

**Modifications to the Grant**

- that my organization must promptly notify Duluth Workforce Development of any proposed change to the scope of the project, project activities, budget, work plan, grant expenditures or completion date and that any changes must be approved by Duluth Workforce Development.
- that proposed changes are subject to approval by Duluth Workforce Development and are not effective until all parties have signed a modification/amendment agreement.
- the project end date, is as stated in the Grant Agreement, and that any requests to extend or modify the contract are subject to approval by Duluth Workforce Development and must be submitted, in writing, at least 30 days prior to the end of the contract.

**Wage Data**

- I am required to report placement and wage data for all individuals who receive training through the grant project.

Print the Name of your Organization and Grant program (On-Ramp, Bridge – Introduction to Healthcare, Bridge – Building Strong Communities, Individualized Career Pathways)

Print Your Name and Title

Date

*This form is intended to ensure that those responsible for managing the grant are aware of grant requirements.  
 For more information see <https://mn.gov/deed/programs-services/adult-career-pathways/> This site will be updated regularly.*

**REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES**

Exhibit J

**City of Duluth  
Workforce Development**

Submit completed form via email to [cturner@duluthmn.gov](mailto:cturner@duluthmn.gov) on or before the 10th of the month

|   |  |  |  |
|---|--|--|--|
| <b>SECTION 1:</b>   |  |  |  |
| <b>VENDOR NAME:</b><br>ISD 709 - Duluth Adult Education                   |  | <b>GRANT NAME:</b><br>Pathways to Prosperity - On-Ramp SFY22         |  |
| <b>REMIT TO ADDRESS:</b><br>325 W. 1st St., Suite 310<br>Duluth, MN 55802 |  | <b>Sub-recipient Contract #</b>                                      | <b>City of Duluth Contract #</b><br>2047800  |
| <b>Phone #</b>  |  | <b>GRANT PERIOD FROM:</b>  | <b>GRANT PERIOD TO:</b><br>9/30/2022   |
| <b>FORM PREPARED BY:</b>  |  | <b>INVOICE NUMBER:</b>   | <b>REIMBURSEMENT PERIOD TO:</b>  |
| <b>PHONE:</b>   |  | <b>FINAL:</b><br>YES [ ] NO [ ]                                      |  |
| <b>EMAIL:</b>   |  | <b>City of Duluth PROGRAM CONTACT NAME:</b><br>Carol Turner 730-5244 | <b>City of Duluth PROGRAM CONTACT EMAIL:</b><br><a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a> |

|   |               |                     |  |
|---|---------------|---------------------|--|
| <b>SECTION 2: City of Duluth PROGRAM USE ONLY</b> |               |                     |  |
|   | <b>AMOUNT</b> | <b>FUND</b>         | <b>Please complete the yellow cells only,<br/>and do not change the formatting within the cells.</b> |
| <b>TOTAL</b>                                      | \$19,410.00   | 268-031-6227-P2P2OR |  |

| <b>SECTION 3: Monthly Reporting</b> |   |                    |                            |                                 |                             |                                  |                        |
|-------------------------------------|---|--------------------|----------------------------|---------------------------------|-----------------------------|----------------------------------|------------------------|
| ACTIVITY ID                         | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET)   | A. APPROVED BUDGET | B. PREVIOUS REIMB. REQUEST | C. REIMB. REQUESTED THIS PERIOD | D. (B + C = D) TOTAL REIMB. | E. (A - D = E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
| 886                                 | Direct Services - WR-GED-ABE - Intro to healthcare, manufacturing, and construction curriculum development - ABEX | \$3,750.00         |                            |                                 | \$0.00                      | \$3,750.00                       |                        |
| 887                                 | Direct Services - WR-GED-ABE - Instruction - ABEX   | \$12,000.00        |                            |                                 | \$0.00                      | \$12,000.00                      |                        |
| 888                                 | Direct Services - WR-GED-ABE - Assessment - ABEX  | \$2,160.00         |                            |                                 | \$0.00                      | \$2,160.00                       |                        |
| 889                                 | Direct Services - WR-GED-ABE - Admin - ABEX   | \$1,500.00         |                            |                                 | \$0.00                      | \$1,500.00                       |                        |
| <b>TOTAL</b>                        |   | \$19,410.00        | \$0.00                     | \$0.00                          | \$0.00                      | \$19,410.00                      |                        |

|  |                              |                     |              |             |                  |  |
|--|------------------------------|---------------------|--------------|-------------|------------------|--|
| <b>SECTION 4: Performance Outcomes Reporting</b>                         |                              |                     |              |             |                  |  |
| <b>Performance Matrix - Reported at the end of each calendar quarter</b> | <b># Previously Reported</b> | <b># This month</b> | <b>Total</b> | <b>Goal</b> | <b>% of Goal</b> |  |
| # of Participants Enrolled in Training                                   |                              |                     | 0            |             |                  |  |
|  |                              |                     |              |             |                  |  |
|  |                              |                     |              |             |                  |  |

**SECTION 5: COMMENTS**  
THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY.

**SECTION 6: ATTESTATION**  
By submitting this form, I certify that the request is in accordance with the City of Duluth cash management requirements and appropriate contract terms; the data reported is correct and the amount of the request is not in excess of immediate disbursement needs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

\_\_\_\_\_  
Grantee Authorized Signature                      Date

\_\_\_\_\_  
City of Duluth Staff Authorized Signature                      Date

\_\_\_\_\_  
Grantee Typed Name and Title

Carol Turner, Operations Manager  
\_\_\_\_\_  
City of Duluth Staff Name and Title

**REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES**

Exhibit J

**City of Duluth  
Workforce Development**

Submit completed form via email to [cturner@duluthmn.gov](mailto:cturner@duluthmn.gov) on or before the 10th of the month

|   |  |  |  |
|---|--|--|--|
| <b>SECTION 1:</b>   |  |  |  |
| <b>VENDOR NAME:</b><br>ISD 709 - Duluth Adult Education                   |  | <b>GRANT NAME:</b><br>Pathways to Prosperity - On-Ramp SFY23         |  |
| <b>REMIT TO ADDRESS:</b><br>325 W. 1st St., Suite 310<br>Duluth, MN 55802 |  | <b>Sub-recipient Contract #</b>                                      | <b>City of Duluth Contract #</b><br>x047800  |
| <b>Phone #</b>  |  | <b>GRANT PERIOD FROM:</b><br>7/1/2022                                | <b>GRANT PERIOD TO:</b><br>6/30/2023   |
| <b>FORM PREPARED BY:</b>  |  | <b>INVOICE NUMBER:</b>   | <b>REIMBURSEMENT PERIOD TO:</b>  |
| <b>PHONE:</b>   |  | <b>FINAL:</b><br>YES [ ] NO [ ]                                      |  |
| <b>EMAIL:</b>   |  | <b>City of Duluth PROGRAM CONTACT NAME:</b><br>Carol Turner 730-5244 | <b>City of Duluth PROGRAM CONTACT EMAIL:</b><br><a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a> |

**SECTION 2: City of Duluth PROGRAM USE ONLY**

|               |                            |  |
|---------------|----------------------------|--|
| <b>AMOUNT</b> | <b>FUND</b>                | <b>Please complete the yellow cells only,<br/>and do not change the formatting within the cells.</b> |
| <b>TOTAL</b>  | <b>268-031-6227-P2P3OR</b> |  |

**SECTION 3: Monthly Reporting**

| ACTIVITY ID  | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET)   | A. APPROVED BUDGET | B. PREVIOUS REIMB REQUEST | C. REIMB REQUESTED THIS PERIOD | D. (B + C + D) TOTAL REIMB | E. (A - D + E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
|--------------|---|--------------------|---------------------------|--------------------------------|----------------------------|----------------------------------|------------------------|
| 886          | Direct Services - WR-GED-ABE - Intro to healthcare, manufacturing, and construction curriculum development - ABEX | \$3,000.00         |                           |                                | \$0.00                     | \$3,000.00                       |                        |
| 887          | Direct Services - WR-GED-ABE - Instruction - ABEX   | \$12,000.00        |                           |                                | \$0.00                     | \$12,000.00                      |                        |
| 888          | Direct Services - WR-GED-ABE - Assessment - ABEX  | \$2,160.00         |                           |                                | \$0.00                     | \$2,160.00                       |                        |
| 889          | Direct Services - WR-GED-ABE - Admin - ABEX   | \$1,500.00         |                           |                                | \$0.00                     | \$1,500.00                       |                        |
| <b>TOTAL</b> |   | <b>\$18,660.00</b> | <b>\$0.00</b>             | <b>\$0.00</b>                  | <b>\$0.00</b>              | <b>\$18,660.00</b>               |                        |

**SECTION 4: Performance Outcomes Reporting**

| Performance Matrix - Reported at the end of each calendar quarter | # Previously Reported | # This month | Total | Goal SFY22 + SFY23 Cumulative Total | % of Goal |
|---|-----------------------|--------------|-------|-------------------------------------|-----------|
| # of Participants Enrolled in Training                            |                       |              | 0     |                                     |           |
|   |                       |              |       |                                     |           |
|   |                       |              |       |                                     |           |

**SECTION 5: COMMENTS**

**THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY.**

**SECTION 6: ATTESTATION**

By submitting this form, I certify that the request is in accordance with the City of Duluth cash management requirements and appropriate contract terms, the data reported is correct and the amount of the request is not in excess of immediate disbursement needs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

\_\_\_\_\_  
Grantee Authorized Signature                      Date

\_\_\_\_\_  
Grantee Typed Name and Title

\_\_\_\_\_  
City of Duluth Staff Authorized Signature                      Date

\_\_\_\_\_  
Carol Turner, Operations Manager  
City of Duluth Staff Name and Title





**REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES**

Exhibit J

**City of Duluth  
Workforce Development**

Submit completed form via email to [cturner@duluthmn.gov](mailto:cturner@duluthmn.gov) on or before the 10th of the month

|   |               |   |  |
|---|---------------|---|--|
| <b>SECTION 1:</b>   |               |   |  |
| <b>VENDOR NAME:</b><br>ISD 709 - Duluth Adult Education                   |               | <b>GRANT NAME:</b><br>Pathways to Prosperity - Bridge - Building Strong Communities SFY22 |  |
| <b>REMIT TO ADDRESS:</b><br>325 W. 1st St., Suite 310<br>Duluth, MN 55802 |               | <b>Sub-recipient Contract #</b><br>City of Duluth Contract #<br>2047801-2                 | <b>GRANT PERIOD FROM:</b><br>GRANT PERIOD TO:<br>9/30/2022   |
| <b>Phone #</b>  |               | <b>REIMBURSEMENT PERIOD FROM:</b>   | <b>REIMBURSEMENT PERIOD TO:</b>  |
| <b>FORM PREPARED BY:</b>  | <b>PHONE:</b> | <b>INVOICE NUMBER:</b>  | <b>FINAL:</b><br>YES [ ] NO [ ]  |
| <b>EMAIL:</b>   |               | <b>City of Duluth PROGRAM CONTACT NAME:</b><br>Carol Turner 730-5244                      | <b>City of Duluth PROGRAM CONTACT EMAIL:</b><br><a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a> |

|   |               |                     |  |
|---|---------------|---------------------|--|
| <b>SECTION 2: City of Duluth PROGRAM USE ONLY</b> |               |                     |  |
|   | <b>AMOUNT</b> | <b>FUND</b>         | <b>Please complete the yellow cells only,<br/>and do not change the formatting within the cells.</b> |
| <b>TOTAL</b>                                      | \$8,410.00    | 268-031-6227-P2P2BC |  |

| <b>SECTION 3: Monthly Reporting</b>                                     |   |                    |                            |                                 |                             |                                  |                        |
|---|---|--------------------|----------------------------|---------------------------------|-----------------------------|----------------------------------|------------------------|
| ACTIVITY ID   | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET) | A. APPROVED BUDGET | B. PREVIOUS REIMB. REQUEST | C. REIMB. REQUESTED THIS PERIOD | D. (B + C = D) TOTAL REIMB. | E. (A - D = E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
| 886 - Direct Services - WR-GED-ABE - Assessments - ABEX                 |   | \$2,160.00         |                            |                                 | \$0.00                      | \$2,160.00                       |                        |
| 886 - Direct Services - WR-GED-ABE - Prep/curriculum development - ABEX |   | \$1,000.00         |                            |                                 | \$0.00                      | \$1,000.00                       |                        |
| 886 - Direct Services - WR-GED-ABE - Instruction - ABEX                 |   | \$3,750.00         |                            |                                 | \$0.00                      | \$3,750.00                       |                        |
| 886 - Direct Services - WR-GED-ABE - Administration - ABEX              |   | \$1,500.00         |                            |                                 | \$0.00                      | \$1,500.00                       |                        |
| <b>TOTAL</b>  |   | \$8,410.00         | \$0.00                     | \$0.00                          | \$0.00                      | \$8,410.00                       |                        |

|  |                              |                     |              |             |                  |  |
|--|------------------------------|---------------------|--------------|-------------|------------------|--|
| <b>SECTION 4: Performance Outcomes Reporting</b>                         |                              |                     |              |             |                  |  |
| <b>Performance Matrix - Reported at the end of each calendar quarter</b> | <b># Previously Reported</b> | <b># This month</b> | <b>Total</b> | <b>Goal</b> | <b>% of Goal</b> |  |
| # of Participants Enrolled   |                              |                     | 0            |             |                  |  |
|  |                              |                     |              |             |                  |  |
|  |                              |                     |              |             |                  |  |

**SECTION 5: COMMENTS**  
THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY.

**SECTION 6: ATTESTATION**

By submitting this form, I certify that the request is in accordance with the City of Duluth cash management requirements and appropriate contract terms; the data reported is correct and the amount of the request is not in excess of immediate disbursement needs. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

\_\_\_\_\_  
Grantee Authorized Signature Date

\_\_\_\_\_  
City of Duluth Staff Authorized Signature Date

\_\_\_\_\_  
Grantee Typed Name and Title

Carol Turner, Operations Manager  
\_\_\_\_\_  
City of Duluth Staff Name and Title



**REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES**

Exhibit J

**City of Duluth  
Workforce Development**

Submit completed form via email to [cturner@duluthmn.gov](mailto:cturner@duluthmn.gov) on or before the 10th of the month

|   |  |   |  |
|---|--|---|--|
| <b>SECTION 1:</b>   |  |   |  |
| <b>VENDOR NAME:</b><br>ISD 709 - Duluth Adult Education                   |  | <b>GRANT NAME:</b><br>Pathways to Prosperity - Individualized Career Pathways SFY22 |  |
| <b>REMIT TO ADDRESS:</b><br>325 W. 1st St., Suite 310<br>Duluth, MN 55802 |  | <b>Sub-recipient Contract #</b>   | <b>City of Duluth Contract #</b><br>2047802  |
| <b>Phone #</b>  |  | <b>GRANT PERIOD FROM:</b>   | <b>GRANT PERIOD TO:</b><br>9/30/2022   |
| <b>FORM PREPARED BY:</b>  |  | <b>INVOICE NUMBER:</b>  | <b>FINAL:</b><br>YES [ ] NO [ ]  |
| <b>EMAIL:</b>   |  | <b>City of Duluth PROGRAM CONTACT NAME:</b><br>Carol Turner 730-5244                | <b>City of Duluth PROGRAM CONTACT EMAIL:</b><br><a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a> |

|   |               |                     |  |
|---|---------------|---------------------|--|
| <b>SECTION 2: City of Duluth PROGRAM USE ONLY</b> |               |                     |  |
|   | <b>AMOUNT</b> | <b>FUND</b>         | <b>Please complete the yellow cells only,<br/>and do not change the formatting within the cells.</b> |
| <b>TOTAL</b>                                      | \$2,080.00    | 268-031-6227-P2P2IT |  |

| <b>SECTION 3: Monthly Reporting</b> |  |                    |                           |                                |                            |                                  |                        |
|-------------------------------------|--|--------------------|---------------------------|--------------------------------|----------------------------|----------------------------------|------------------------|
| ACTIVITY ID                         | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET)  | A. APPROVED BUDGET | B. PREVIOUS REMB. REQUEST | C. REMB. REQUESTED THIS PERIOD | D. (B + C = D) TOTAL REMB. | E. (A - D = E) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
| 886                                 | Direct Services (Work Readiness, GED, ABE) -CASAS testing - ABEX   | \$1,080.00         |                           |                                | \$0.00                     | \$1,080.00                       |                        |
| 886                                 | Direct Services (Work Readiness, GED, ABE) - One-on-One academic support (as needed) 20 hours @ \$50/hr - ABEX | \$1,000.00         |                           |                                | \$0.00                     | \$1,000.00                       |                        |
| <b>TOTAL</b>                        |  | \$2,080.00         | \$0.00                    | \$0.00                         | \$0.00                     | \$2,080.00                       |                        |

| <b>SECTION 4: Performance Outcomes Reporting</b>                         |  |  |                       |              |       |      |           |
|--|--|--|-----------------------|--------------|-------|------|-----------|
| <b>Performance Metrix - Reported at the end of each calendar quarter</b> |  |  | # Previously Reported | # This month | Total | Goal | % of Goal |
| # of CASAS assessments completed   |  |  |                       |              | 0     |      |           |
|  |  |  |                       |              | 0     |      |           |
|  |  |  |                       |              | 0     |      |           |
|  |  |  |                       |              | 0     |      |           |

**SECTION 5: COMMENTS**  
THIS IS THE SPACE TO PLACE ANY REMARKS OR ADDITIONAL COMMENTS AS NECESSARY.

**SECTION 6: ATTESTATION**  
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\_\_\_\_\_  
Grantee Authorized Signature                      Date

\_\_\_\_\_  
Grantee Typed Name and Title

\_\_\_\_\_  
City of Duluth Staff Authorized Signature                      Date

Carol Turner, Operations Manager  
\_\_\_\_\_  
City of Duluth Staff Name and Title

REIMBURSEMENT PAYMENT REQUEST and PERFORMANCE OUTCOMES

Exhibit J

City of Duluth  
Workforce Development

Submit completed form via email to [cturner@duluthmn.gov](mailto:cturner@duluthmn.gov) on or before the 10th of the month

| SECTION 1:   |        |   |   |
|--|--------|---|---|
| VENDOR NAME:<br><b>ISD 709 - Duluth Adult Education</b>                    |        | GRANT NAME:<br><b>Pathways to Prosperity - Individualized Career Pathways SFY23</b> |   |
| REMIT TO ADDRESS:<br><b>325 W. 1st St., Suite 310<br/>Duluth, MN 55802</b> |        | Sub-recipient Contract #  | City of Duluth Contract #<br><b>X047802</b>   |
|  |        | GRANT PERIOD FROM:<br><b>7/1/2022</b>   | GRANT PERIOD TO:<br><b>6/30/2023</b>  |
| Phone #  |        | REIMBURSEMENT PERIOD FROM:  | REIMBURSEMENT PERIOD TO:  |
| FORM PREPARED BY:  | PHONE: | INVOICE NUMBER:   | FINAL:<br><b>YES [ ] NO [ ]</b>   |
| EMAIL:   |        | City of Duluth PROGRAM CONTACT NAME:<br><b>Carol Turner 730-5244</b>                | City of Duluth PROGRAM CONTACT EMAIL:<br><a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a> |

| SECTION 2: City of Duluth PROGRAM USE ONLY |                   |                            |  |
|--|-------------------|----------------------------|--|
|  | AMOUNT            | FUND                       | Please complete the yellow cells only,<br>and do not change the formatting within the cells. |
| TOTAL                                      | <b>\$2,080.00</b> | <b>268-031-6227-P2P3IT</b> |  |

| SECTION 3: Monthly Reporting   |   |                    |                           |                                |                        |                              |                        |
|--|---|--------------------|---------------------------|--------------------------------|------------------------|------------------------------|------------------------|
| ACTIVITY ID  | COST CATEGORY DESCRIPTION (PER APPROVED BUDGET) | A. APPROVED BUDGET | B. PREVIOUS REMB. REQUEST | C. REMB. REQUESTED THIS PERIOD | D. (B + C) TOTAL REMB. | E. (A - D) AVAILABLE BALANCE | F. UNSPENT OBLIGATIONS |
| 886 - Direct Services (Work Readiness, GED, ABE) -CASAS testing - ABEX   |   | \$1,080.00         |                           |                                | \$0.00                 | \$1,080.00                   |                        |
| 886 - Direct Services (Work Readiness, GED, ABE) - One-on-One academic support (as needed) 20 hours @ \$50/hr - ABEX |   | \$1,000.00         |                           |                                | \$0.00                 | \$1,000.00                   |                        |
| <b>TOTAL</b>   |   | <b>\$2,080.00</b>  | <b>\$0.00</b>             | <b>\$0.00</b>                  | <b>\$0.00</b>          | <b>\$2,080.00</b>            |                        |

| SECTION 4: Performance Outcomes Reporting                         |                       |              |       |                                     |           |  |
|---|-----------------------|--------------|-------|-------------------------------------|-----------|--|
| Performance Metrix - Reported at the end of each calendar quarter | # Previously Reported | # This month | Total | Goal SFY22 + SFY23 Cumulative Total | % of Goal |  |
| # of CASAS assessments completed                                  |                       |              | 0     |                                     |           |  |
|   |                       |              | 0     |                                     |           |  |
|   |                       |              | 0     |                                     |           |  |
|   |                       |              | 0     |                                     |           |  |

SECTION 5: COMMENTS  
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SECTION 6: ATTESTATION  
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\_\_\_\_\_  
Grantee Authorized Signature                      Date

\_\_\_\_\_  
Grantee Typed Name and Title

\_\_\_\_\_  
City of Duluth Staff Authorized Signature                      Date

**Carol Turner, Operations Manager**  
\_\_\_\_\_  
City of Duluth Staff Name and Title

**Grant Applications  
March 2022**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

| <b>Organization</b>  | <b>Author/Contact</b>                            | <b>Project Title</b>                         | <b>Amount Requested</b> | <b>Terms</b>   |
|--|--|--|-------------------------|--|
| Duluth Superior Area Community Foundation                      | Lynn Schwarzkopf/Sam Webster<br>Lester Park ECFE | Ding & Dash Home Visiting Program            | \$998.00                | To purchase books to gift families when we visit them before the school year begins. Home visits will increase retention rates and build relationships with families.  |
| MN Department of Natural Resources                             | Rebecca Gamache<br>Duluth Preschool              | No Child Left Inside Grant Program           | \$5,210.00              | To provide stipends for 10 teachers to participate in a Nature Play Observation and Reflection Cohort throughout the school year and to pay for substitutes for teachers to be able to observe at area Nature Preschools. All staff will get training in Project Learning Tree |
| Duluth Community Schools Funds                                 | Amanda Goodreau<br>Laura MacArthur               | Support for Winter Outdoor Play in Preschool | \$1,585.00              | Support outdoor play for young children in winter  |
| Northern Regional Implementation Project/ MN Dept of Education | Barry Fischer/Rachel Thapa<br>LPMS               | LPMS PBIS Grant                              | \$1,000.00              | We intend to build on our efforts from last year to provide shirts with our universal ROAR (Responsible, Open-Minded, Accepting, Restorative) expectations for all students and staff.   |

|                                   |   |   |   |  |
|-----------------------------------|---|---|---|--|
| Minnesota Department of Education | Callie DeVriendt, Mental Health/Social, Emotional, Behavioral Multi-Tiered Systems of Support Coordinator | Non-Exclusionary Discipline Training and Support Grant FY22           | \$162,000                               | To promote a positive school climate, reduce out of school suspensions for our students, and build an equitable and inclusive school model for responding to student behavior by the 2025-26 school year.  |
| Northland Foundation              | Jeremy Rupp, Denfeld High School  | MDE GEERS Grant – Summer Arts, Cultural, SEL & Academic Supports Camp | \$10,000                                | OEE is working in partnership with the DCSC to design, develop, implement and host a <i>Summer Arts, Cultural, SEL, and Academic Camp</i> . This project intends to provide a midsummer check-in, support, and supplemental service to approximately seventy students from the Duluth School District area.  |
| Minnesota Department of Education | Rebecca Crane, Early Childhood Coordinator/Jason Crane, Director of Special Services                      | Evidence-Based Quality Intervention Practices Innovation (EQIP)       | \$18,625                                | EQIP would allow our children in Early Intervention to also receive high quality services and ultimately this will lead to better outcomes as children enter preschool, kindergarten, and the rest of their educational journey. We feel we have done what we can to further our knowledge regarding Early Intervention, but we need support going to the next step at this time. The framework, structure, ongoing professional development, and coaching with the EQIP innovation would support our program improvement. |
| Minnesota Department of Education | Tawnyea Lake, Director of Assessment and Evaluation   | MN SPDG Evaluation and Improvement Grant                              | \$50,000 each year for approx.. 4 years | MDE makes this federal funding available for the purpose of State Systemic Improvement Plan (SSIP) evaluation by 2015-2021 State Personnel Development Grant (SPDG) subgrantee school districts to continue and sustain improvement of graduation rates for American Indian and Black students with disabilities (SPDG Evaluation and Improvement Grant)   |

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| <p>MAELC MN Ag<br/>Educ Leadership<br/>Council</p> | <p>Alison Wood,<br/>Denfeld</p> | <p>MAELC Strategic<br/>Initiative Grant</p> | <p>\$6644</p> | <p>This grant proposal focuses on a hydroponic design unit that would happen during second semester. Students will use plastic bins, air pumps, net cups, lighting to design their own version of a small-scale system. A larger classroom set up will allow students to plant a variety of foods and experience the pros and cons of vertical vs floating system.</p> |
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