HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 13, 2023
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report 5
     - 2) Child Nutrition Department Report 7
     - 3) Facilities Department Report 8
     - 4) Technology Department Report 10
     - 5) Transportation Department Report 12
3. **Recommended Resolutions**
   - A. B-6-23-3966 - Acceptance of Donations to Duluth Public Schools 13
   - B. B-6-23-3967 - Acceptance of Grant Awards to Duluth Public Schools 14
   - C. B-6-23-3968 - Adoption of FY24 Budget 15
   - D. B-6-23-3969 - 2023-2024 Resolution for Membership in the Minnesota State High School League - Denfeld HS 57
   - E. B-6-23-3970 - 2023-2024 Resolution for Membership in the Minnesota State High School League - East HS - Attachment Pending
4. **Consent Agenda**
   - A. HR Staffing Report 59
     - 1) Job Description for Bus Driver I 61
   - B. Finances
     - 1) Financial Report 64
     - 2) Fundraisers 65
   - C. Bids, RFPs, and Quotes
     - 1) BID #1269 - Vending Services 66
     - 2) BID #1320 - Congdon School Field Improvements 70
   - D. Contracts, Change Orders and Leases
     - 1) Duluth Area Family YMCA - FY24 K.E.Y. Zone Program 77
5. **Miscellaneous Informational Items (no action required)**
   - A. District Properties Update 85
   - B. Expenditure Contracts 89
   - C. No Cost Contracts 270
   - D. Revenue Contracts 280

E. Grant Applications 284

Human Resources Report Summary
June 2023 Activities

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

	Certified	**Non-Certified**
# New Hires	1	2
# Retirements	2	4
# Resignations	7	8
# Leave of Absences	1	0

HR Department Updates:

Human Resources Manager, Charlie Cook, started on June 12, 2023. Charlie comes to us from Chisago Lakes High School, where he served as a Business Education teacher and Department Chair for the Business Department. Charlie brings previous general Human Resources and Payroll experience to the District and also holds a Bachelor's Degree in Human Resources and a Master's Degree in Teaching. We are excited to welcome Charlie to the team!

Human Resources attended the Hiring Now! Job Fair Series at the Duluth Career Force on June 7, and also had a hiring table at the Mini Pow Wow held at Denfeld High School the same day. We will also have a job information table at the NAACP Juneteenth Celebration event on June 18.

Postcard mailers should be hitting mailboxes next week. We sent out over 67,000 job opportunity postcards to homes in the Duluth and surrounding areas. We are currently working on recruitment videos with our bus drivers, paraprofessionals and other non-certified staff.

The payroll team has been busy with process improvements and still start preparing for summer payoffs for certified staff.

Unemployment claims are starting to come in based on the new legislative changes and the team is navigating how to utilize current staff to cover the workload as it increases. We expect to have upwards of 200 claims this summer to process.

Benefits Updates:

The Benefits Department hosted a Calm Challenge during the month of May, with a very successful engagement rate. The Department is also working diligently to move our retiree/COBRA billing over to Innovo Benefits Administration so the transition is smooth and effortless for all participants. In June, we will begin processing all retiring employees Severance packages (HCSPs) to ensure a timely distribution of their earned funds.

Hiring Updates:

For the 2023-2024 school year, to date:

- 159 certified positions have been posted and 95 employees have been hired, 22 have either been offered or are currently waiting for interviews to occur.

Certified:

Teachers, District Wide (1)
Teachers, High School (6)
Teachers, Middle School (1)
Teachers, Special Education (13)

Summer School (7)

Non-Certified:

Administrative/Management (2)
Integration Specialists (3)
Maintenance/Transportation (22)
School Custodian (15)
Bus Helper (1)
School Bus Driver II (4)

Paraprofessionals (15)
Pre-School Program Paraprofessional(2)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (4)
Sp. Ed. RN or LPN Paraprofessional (1)
Sp. Ed. Program Paraprofessional (6)
Sp. Ed. Student Specific Set III Paraprofessional (1)

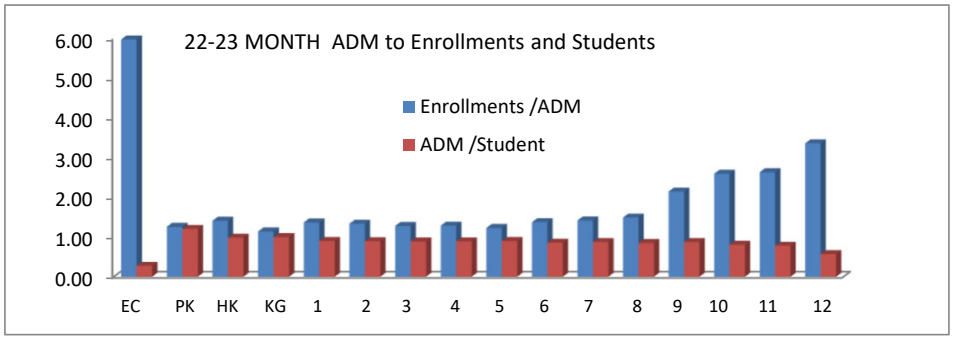
Extended School Year (ESY) Paraprofessionals (11)

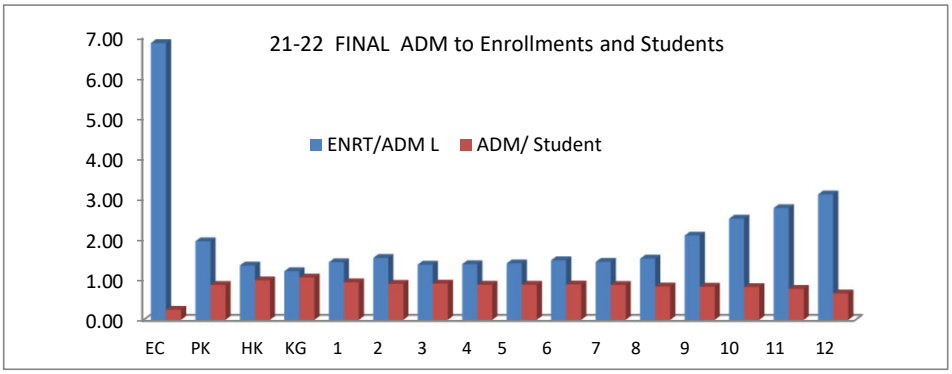
Contract Negotiations:

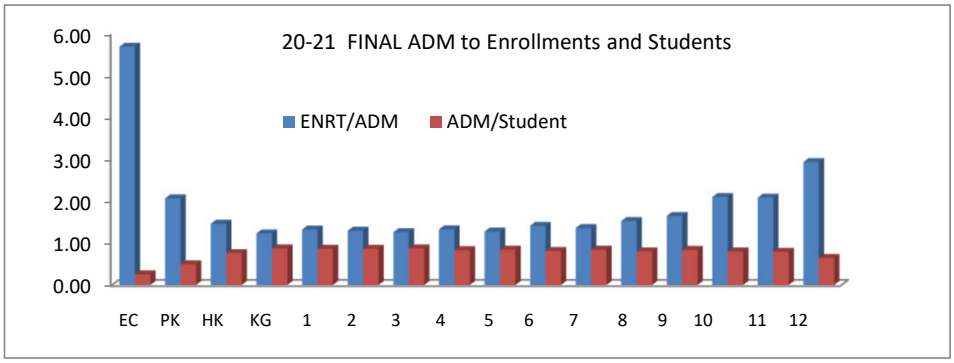
We have had 8 bargaining units request to bargain, Non-Certified Business Division Administrators Association (NCBAA), Paraprofessionals (Education Assistants), Food Service Employees, Clericals, Principals, Teachers, Executive Employees and Education Directors. . Administration has started to meet with the Principals and have had three negotiation sessions. The first meeting with the Paraprofesssionals will be held on June 23, 2023. Administration is working with the other units to get initial meetings on the calendars.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	855	525	394	143.14	102.00	5.97	0.27
PK	68	45	81	54.11	42.65	1.26	1.20
HK	169	122	132	119.90	90.00	1.41	0.98
KG	570	501	487	499.96	522.00	1.14	1.00
1	790	642	587	578.13	605.00	1.37	0.90
2	803	673	611	601.77	602.00	1.33	0.89
3	740	653	588	579.12	586.00	1.28	0.89
4	766	668	602.58	595.73	585.00	1.29	0.89
5	738	669	607.5	600.59	604.00	1.23	0.90
6	686	583	505.45	499.70	509.00	1.37	0.86
7	837	676	600.15	589.91	559.00	1.42	0.87
8	874	691	596.23	586.06	585.00	1.49	0.85
9	1565	834	720.36	729.45	648.00	2.15	0.87
10	1722	825	655.75	664.03	650.00	2.59	0.80
11	1833	893	688.2	696.89	680.00	2.63	0.78
12	1863	969	547.61	554.52	625.00	3.36	0.57
PS	789	670					
Total:	14879	9969	8403.83	8093.00	7994.65	1.84	0.81
			+proj-budg>	98.35			



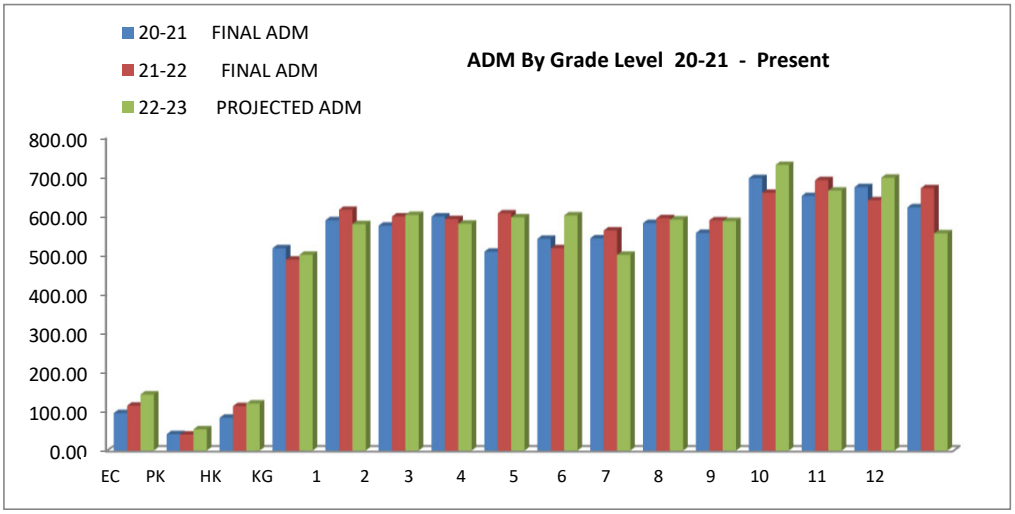




Duluth Public Schools Projected Average Daily Membership (ADM) Report
June 2023

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	855	525	394	143.14	102.00	5.97	0.27
PK	68	45	81	54.11	42.65	1.26	1.20
HK	169	122	132	119.90	90.00	1.41	0.98
KG	570	501	487	499.96	522.00	1.14	1.00
1	790	642	587	578.13	605.00	1.37	0.90
2	803	673	611	601.77	602.00	1.33	0.89
3	740	653	588	579.12	586.00	1.28	0.89
4	766	668	602.58	595.73	585.00	1.29	0.89
5	738	669	607.5	600.59	604.00	1.23	0.90
6	686	583	505.45	499.70	509.00	1.37	0.86
7	837	676	600.15	589.91	559.00	1.42	0.87
8	874	691	596.23	586.06	585.00	1.49	0.85
9	1565	834	720.36	729.45	648.00	2.15	0.87
10	1722	825	655.75	664.03	650.00	2.59	0.80
11	1833	893	688.2	696.89	680.00	2.63	0.78
12	1863	969	547.61	554.52	625.00	3.36	0.57
PS	789	670					
Total:	14879	9969	8403.83	8093.00	7994.65	1.84	0.81
			+proj-budg>	98.35			

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 Oct 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	201	143.14
PK	68	41.58	70	40.57	-29.43	47	54.11
HK	77	83.52	101	113.54	12.54	109	119.90
KG	520	516.69	502	487.64	-14.36	522	499.96
1	596	588.40	616	614.82	-1.18	588	578.13
2	582	574.16	593	597.78	4.78	608	601.77
3	617	597.62	603	590.84	-12.16	592	579.12
4	523	507.84	621	605.84	-15.16	597	595.73
5	558	540.73	527	516.78	-10.22	597	600.59
6	576	542.05	577	561.90	-15.10	516	499.70
7	586	581.07	604	593.59	-10.41	597	589.91
8	576	555.74	601	587.95	-13.05	599	586.06
9	723	695.44	687	658.15	-28.85	731	729.45
10	680	650.09	717	690.45	-26.55	697	664.03
11	734	672.61	680	638.94	-41.06	750	696.89
12	756	621.11	832	669.75	-162.25	789	554.52
Total:	8358	7864.10	8487	8083.11	-403.89	8540	8093.00



Child Nutrition Report
May 2023

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	5/1/2023	5/1/2023	5/8/2023	5/8/2023	5/15/2023	5/15/2023	5/22/2023	5/22/2023	5/30/2023	30-May	B	L	Breakfast	Lunch
Congdon	314	1442	339	1509	339	1452	360	1558	162	528	1514	6489	69	295
Denfeld	1037	2269	1037	2195	1040	2159	1026	2170	420	863	4560	9656	207	439
Harbor City											0	1502	0	68
East High	1253	2038	1240	2076	1390	2111	1371	2311	501	913	5755	9449	262	430
Homecroft	770	1394	769	1433	795	1361	825	1411	337	596	3496	6195	159	282
Lakewood	362	738	292	636	378	795	360	788	136	280	1528	3237	69	147
Lester Park	760	1870	785	1951	798	1908	836	1984	333	756	3512	8469	160	385
Lincoln park	821	1831	846	1833	845	1793	862	1835	359	659	3733	7951	170	361
Lowell	1482	2160	1479	2249	1479	2193	1515	2187	617	857	6572	9646	299	438
Laura Macart	996	1123	969	1110	970	1081	956	1092	383	432	4274	4838	194	220
Myers-Wilkin	830	1308	790	1309	7965	1299	800	1284	317	509	10702	5709	486	260
Ordean/East	716	3013	754	3064	727	2966	774	2914	291	936	3262	12893	148	586
Piedmont	1370	1699	1451	1688	1349	1669	1365	1676	280	321	5815	7053	264	321
Rockridge	73	64	57	118	73	105	81	111	31	44	315	442	14	20
Stowe	892	879	863	867	870	887	893	882	367	372	3885	3887	177	177
ALC	48	129	35	87	43	109	48	125	23	58	197	508	11	28
	5 days	ALC 4	5 days	ALC 4	5 days	ALC 4	5 days	ALC 4	2 day	ALC 2				
	11724	21957	11706	22125	19061	21888	12072	22328	4557	8124	59120	97924	2689	4456
Denfeld Supp	Mon-thurs	354		340		457		378	Done			1529	TOTAL	
Daily average													96	

Universal Free Meals for School Year 23-24

School Year 23-24 will have the Child Nutrition Department Serving 1 free breakfast and 1 free lunch to each student. Students will need to have money in their lunch accounts to be able to purchase seconds or ala carte items.

Parents will still be required to fill in the application for educational benefits forms, as those forms are used for other programs besides free lunch. Trying to put a strong emphasis on not calling them the free and reduced lunch forms so that parents will have better clarity as to why they should fill them out.

The federal and state government has not shared with lunch programs what the meal reimbursements will be for next school year yet. This proves to make it challenging to plan meals when we don't know what we will be paid for them by USDA.

Labor in School Kitchens for 23-24

The foodservice bargaining unit has completed the labor bid process for next school year. This is done yearly and allows for employees to change schools and jobs based on seniority. After this process, we have 20 jobs open for next fall. Hoping for improvements in the labor market by fall.

Facilities Management & Capital Project Status Report
May 30, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 266 work orders and are currently working on 225 open work orders.
- Summer lawn services began on 5/23/2023
- Field Turf has begun the first round of service to the turf fields.

Capital Construction

- Denfeld tower work is complete. The spire and finial are installed, waiting on final electrical inspections. Smith Bell and Clock were delayed in getting the clock going due to a part needing to be re-machined. Dave from INSPEC should be doing the final inspection after that.
- FY24 Congdon playground construction order acknowledgement has been received from Landscape Structures.
- FY24 Congdon Field improvements Bid has been received and accepted.
- Ordean East Middle School Turf replacement is on point to start June 12th.
- Lowell Basketball court and new playground fencing is set to begin installation June 12th.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is still ongoing. Met with Lawyer at PSS on 5/16 to discuss steps to possible resolution.
  - ➢ Purchase of property for Lowell entrance is complete.

- **Construction Tasks "On The Hill"**
  - ➢ Final tasks in progress for move in preparation for Facilities and IT.
  - ➢ Interior work is still ongoing at the DSC and Transportation Building.
  - ➢ DSC electrical distribution panel has been delayed again until the beginning of June.
  - ➢ 2nd floor ceilings and finishes are being installed.
  - ➢ Furniture installation started in mid April.
  - ➢ Site work and bituminous will be completed last. Installation of Curbing has begun.
  - ➢ Pre-move planning has begun with quotes received from Innovative. Transportation pre-move meeting completed. Packing materials received for UHG staff.

Building Operations

- We still have ongoing vacancies in Operations that we are currently working to fill, Engineers, Second Shift Engineers, and Custodians.
- I'm proud to share that during the month of May, Michael Davis 2nd shift Engineer at Lincoln Park advanced his State Boiler's License to a 1C, and several more who are preparing to test in the next week or two.
- Currently, we are planning and getting ready for summer cleaning and other projects to get ready for the 2023 – 2024 School Year.
- At this time, I would like to thank all of our Operations Staff that have been working short handed all year, performing an excellent job at keeping our sites safe for students and staff. All of this while working some crazy shift changes and overtime. You know you have great Employees that really care when you move them to cover a different building and they are worried about the rooms that they normally cover. I'm so proud of my staff, I appreciate, value and respect the hard work that they have performed this school year. I can't thank them enough… Thanks!

Health, Safety & Environmental Management

- Fire Marshal ordered corrections completed at Homecroft and Ordean. Awaiting operational permits
- Fire code inspection at STC (currently used as print shop) completed.
- Playground inspections underway. Repairs to come over the summer.
- Hazardous Waste dropped off from OEMS, STC, Garfield, and EHS
- Electronic waste picked up and hauled for disposal from Garfield

Workers' Compensation Activities

May 2023 (as of 6/6/23)

- First report of incidents:---------- 11
- OSHA recordable incidents:---------- 0
- Days away from work:---------- 24
- Days of restricted work:---------- 31

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

- First report of incidents:---------- 67
- OSHA recordable incidents:---------- 10
- Days away from work:---------- 158
- Days of restricted work:---------- 200

Technology Department - May 2023 Report

- **Cybersecurity**
  - Infosec IQ May 2023 Phishing/Training Campaign

    -
  - Google Security
    - Gmail
      - 1.8M Emails Messages Accepted/Delivered
        - 165K Rejected
        - 61K Spam folders
        - 6.3K were identified as Phishing
        - 48 were identified having a suspicious attachments
        - 8K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 10,910 Active Accounts
      - 25.25TB of storage
        - On May 15, we enabled basic storage quotas:
          - Elementary students - 3 GB
          - Middle school students - 10 GB
          - High school students - 15 GB
          - Active staff - 30 GB
          - Shared Drives - 100 GB
      - 164K Files shared externally
      - 558 Suspicious login attempts
      - 1.6K Failed user login attempts
      - 30 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 340 New Technology Support Tickets Created

- 322 Tickets were resolved
- 246 Tickets remain unresolved

- **Projects - Four (4) Monthly Outlook**
  - Transportation network infrastructure installation and configuration
  - DSC network infrastructure installation and configuration
  - Facilities network infrastructure installation and configuration
  - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation
  - UHG move to DSC and Facilities
  - Transportation move to the new Transportation building
  - Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
  - Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
  - Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
  - District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. NOTE: Denfeld, East and Lincoln were addressed during the April break.

  - District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories
  - District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students.
  - District-Wide: $2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. Project is scheduled to start June 12, 2023 and finish the second week in August.

Transportation Report
May 2023 Activities

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

Latest update on the new buses - Both new buses have been certified for wheelchairs and the new cameras were installed. They have been in use since.
We are using the new routing software to plan summer school. Our department continues to navigate daily changes in routing per school requests in the older software. During the month we will be moving to the new software as the old one ends its service June 30.

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

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and the current ones are getting worn out from the long shifts.
- We do not have spare helpers so drivers end up covering helper shifts.
- We have now begun looking for a supervisor instead of the assistant to try to fill the needed position since we were not getting quality candidates for the assistant mostly due to a low wage for the work and responsibility.

Bus Maintenance

- Scheduled maintenance is mostly caught up at this time
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.
- We have two buses with bad engines, two that are getting new turbos due to failure and a lot of brake jobs and ABS modules being replaced. The two with bad engines may just go to scrap as I don't think they are worth the money to fix.

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

We are a few days from the end of the regular session for this school year and I'm happy to say we made it even under some extreme conditions this year, we have a great team of dedicated drivers and helpers that put in the extra effort to make it through.

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
Lowell ES	Geoffrey Witrak	In-kind - snacks for classrooms		
Lester Park ES	Lester Park Foundation	$210.33	For popsicles as a School Food Drive celebration	
Denfeld HS	Irving Community Association, Charitable Gambling Account	$1,500.00	22-23 Denfeld Prom	Our prom advisor, Tammy Udd, requested the funds for the dance from that organization
Denfeld HS	Irving Community Association, Charitable Gambling Account	$5,500.00	Annual Student Recognition Trip to Valley Fair as part of SOARing Hunters program	Lt. Ken Zwak of the Duluth Police made this request on our behalf to this organization

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
DSACF	Caroline Sorensen	East High School Science	$1,696.00	Science equipment upgrades and replacement

RESOLUTION

Adoption of the Fiscal Year 2024 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2024 budget as presented to the School Board, be adopted.

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05).
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Review of Budget provisions made for FY24:

- **Strive for Fiscal Stability & Sustainability for future years**
  Continue to strive for fund balance growth to meet District Policy of 8% of Gen. Fund Exp.
  Utilization of ESSER and land sale funds to help stabilize FY24 budget
- **Local Levy**
  Dropping $2,921,000 due to LTFM adjustments
- **State Aid Increase**
  Due to a 44% increase of $3,780,503 in Special Education Cross Subsidy Aid and a Basic Formula Allowance increase of $2,787,705
- **Assigned Fund Balance Transfer**
  Used to offset a $2,000,000 technology budget increase
- **$500,000 for Programming**
  Elementary school programming expenses
- **Decrease in Title Funding**
  A decrease of $174,000 which is a decline of 5.6%
- **Library Aid Increase**
  $140,774
- **Am. Indian Education Aid Increase**
  $104,632
- **Student Support Personnel Aid**
  $104,336
- **English Learner Revenue Increase**
  $19,669

ISD 709 Duluth Public Schools

Basic FY24 Formula Allowance is $7,138 per pupil. This includes a 4% increase based on 2023 Legislation.

Pupil Counts are budgeted at 7,989, a slight increase in FY24 compared to the FY23 budgeted enrollment of 7,985 Adjusted Average Daily Membership (ADM). The projected ADM is 8,034.

Food and Nutrition: Breakfast and lunch are free for all students starting in FY24 - the Application for Educational Benefits (Free and Reduced Meal Form) is still required by MDE to be filled out by families. Details regarding reimbursements to districts are forthcoming. Please see the FAQ attached.

Other local revenues are estimated by prior year funding amounts.

Notes:

- Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
- State revenue includes payments by the MN Dept. of Education, and other state agencies.
- Federal revenue includes aids awarded through state agencies or directly from federal sources.

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year. Restricted/Reserved Revenues come from state and local sources (aid and levy).

Undesignated Revenues come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid). Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of federal funds has limitations.

Revenue Budget Summary - General Fund FY24	
Undesignated	$67,291,893.00
Federal Programs	$4,552,425.00
Special Education	$16,378,149.00
Transportation	$3,657,926.00
Telecom Access	$140,000.00
American Indian	$419,632.00
Medical Assistance	$1,600,000.00
	$94,040,025.00
Restricted/Reserved:	
Staff Development	$1,191,960.00
Operating Capital	$1,927,350.00
Basic Skills & Comp Ed.	$7,754,292.00
Gifted & Talented	$114,039.00
Learning & Dev.	$1,735,957.00
Alt. Learning Ctr.	$1,979,700.00
LTFM	$815,197.00
Achiev. & Integrat.	$1,790,574.00
Safe Schools	$305,515.00
Total Restricted:	$17,614,584.00
Total General Fund:	**$111,654,609.00**
Revenue Notes:	
ESSER Funds	**$10,000,000.00**
Land Sale	**$7,800,000.00**
Cross Subsidy Increase	**$3,780,503.00**
Basic Fund Allowance Increase	**$2,787,705.00**
	$24,368,208.00
Total	**$136,022,817.00**

2023 Legislature - K12 Education Finance Budget Bill **What to Expect for ISD 709 in FY24**	
Adjusted ADM	7,989
APU	8,738
Formula Allowance Increase	$2,787,705.00
Access to Menstrual Products	$17,477.00
English Learner Revenue	$19,669.00
Am. Ind Edu. Aid	$104,632.00
Student Support Personnel Aid	$104,336.00
Library Aid	$140,774.00
Special Education Cross Subsidy	$3,780,503.00
Total	$6,955,096.00
Total Per AADM	$871.00

ISD 709 Duluth Public Schools

PROPOSED FISCAL YEAR 2024 BUDGET

REVENUES	Proposed FY 2024 Budget
01 General Fund	136,022,817
02 Food Service	4,039,200
04 Community Service	8,495,544
06 Construction	
07 Debt Service	23,647,223
08 Trust	276,100
20 Internal Service	950,000
Subtotal - Revenues	173,430,884

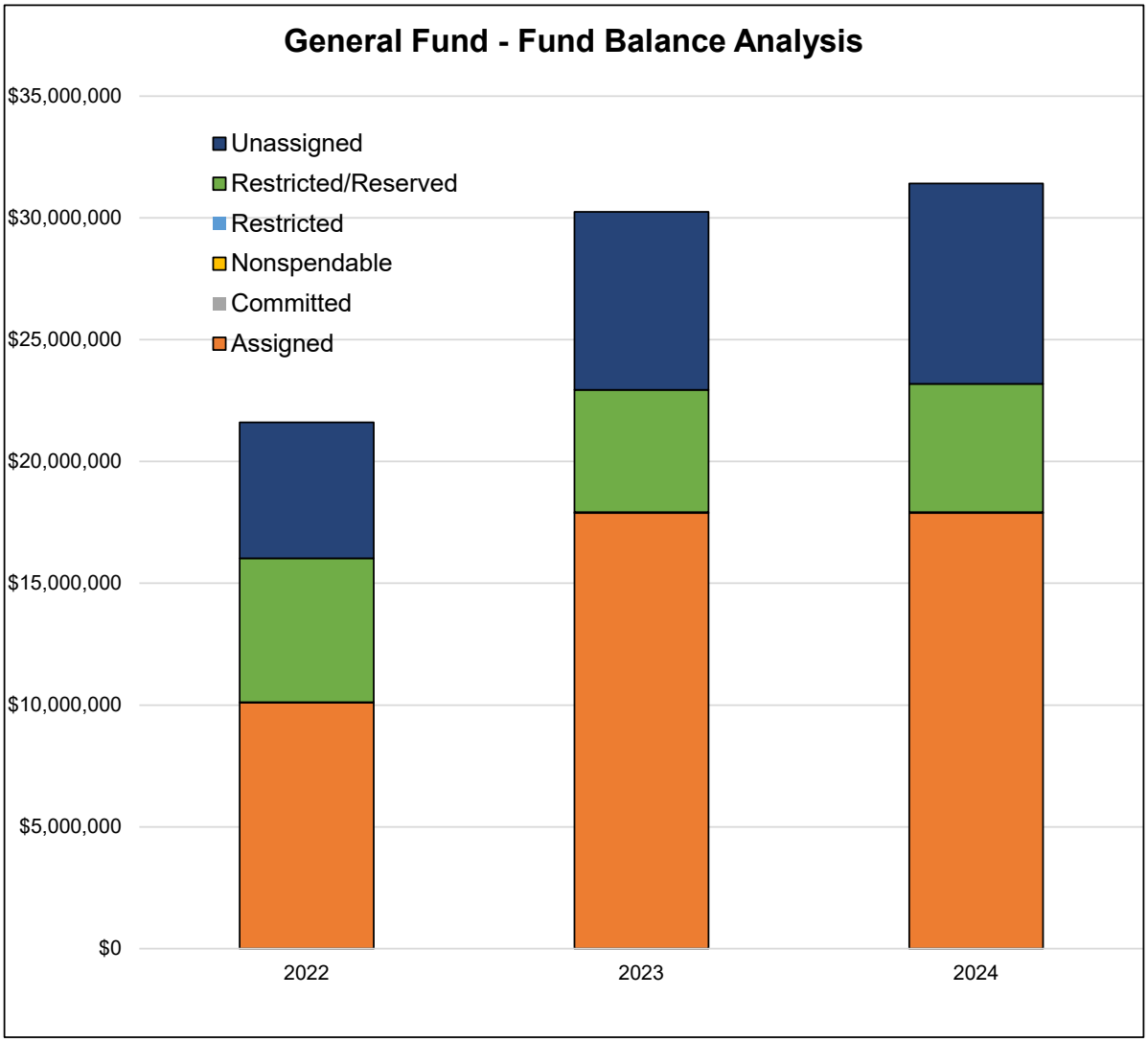
EXPENDITURES	Proposed FY 2024 Budget
01 General Fund	134,858,493
02 Food Service	4,012,876
04 Community Service	8,308,684
06 Construction	
07 Debt Service	23,640,000
08 Trust	253,750
20 Internal Service	915,000
Subtotal - Expenditures	171,988,803

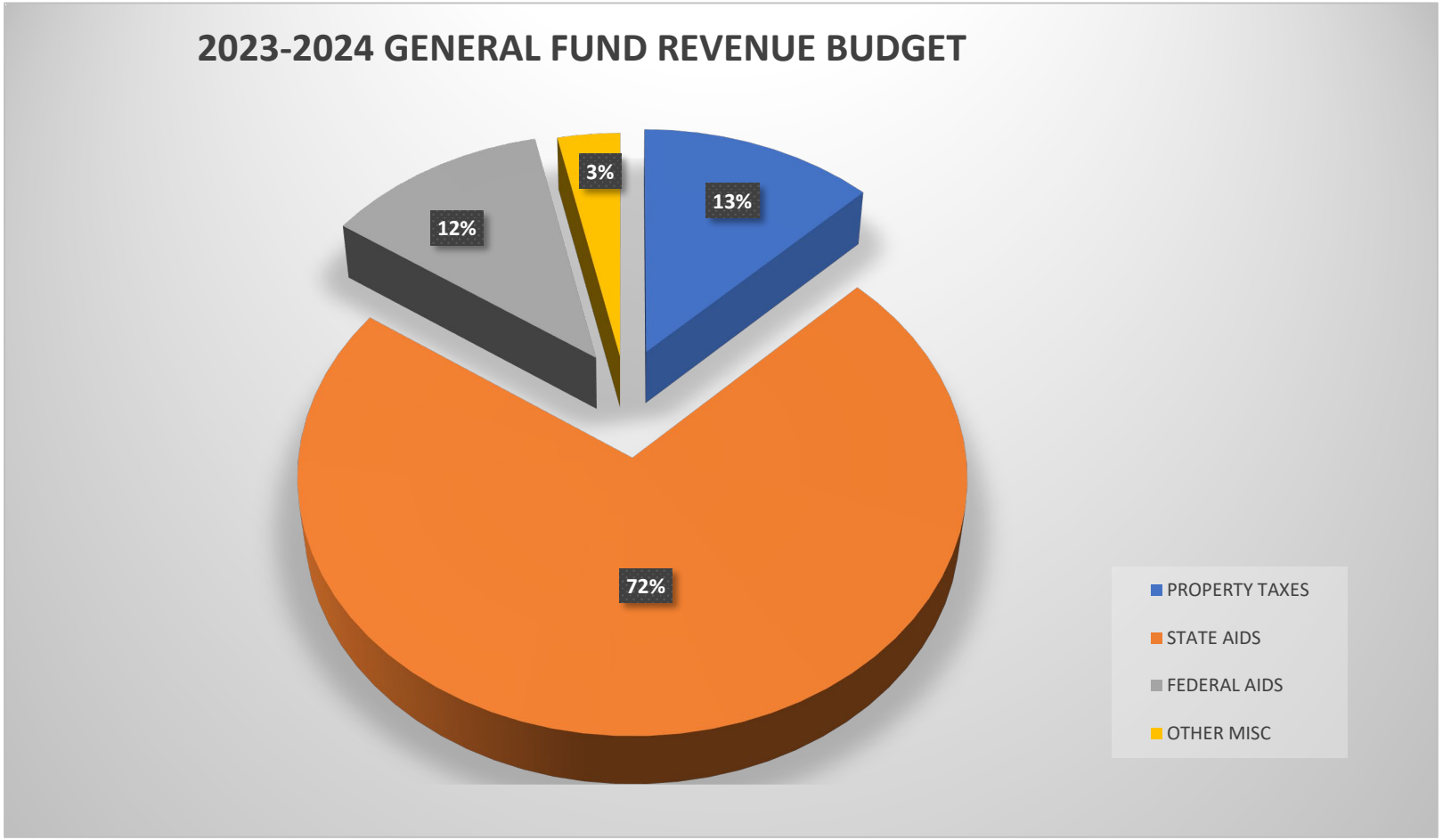
ISD 709 Duluth Public Schools

General Fund | Fund Balance Analysis

Fund blance History and Projection

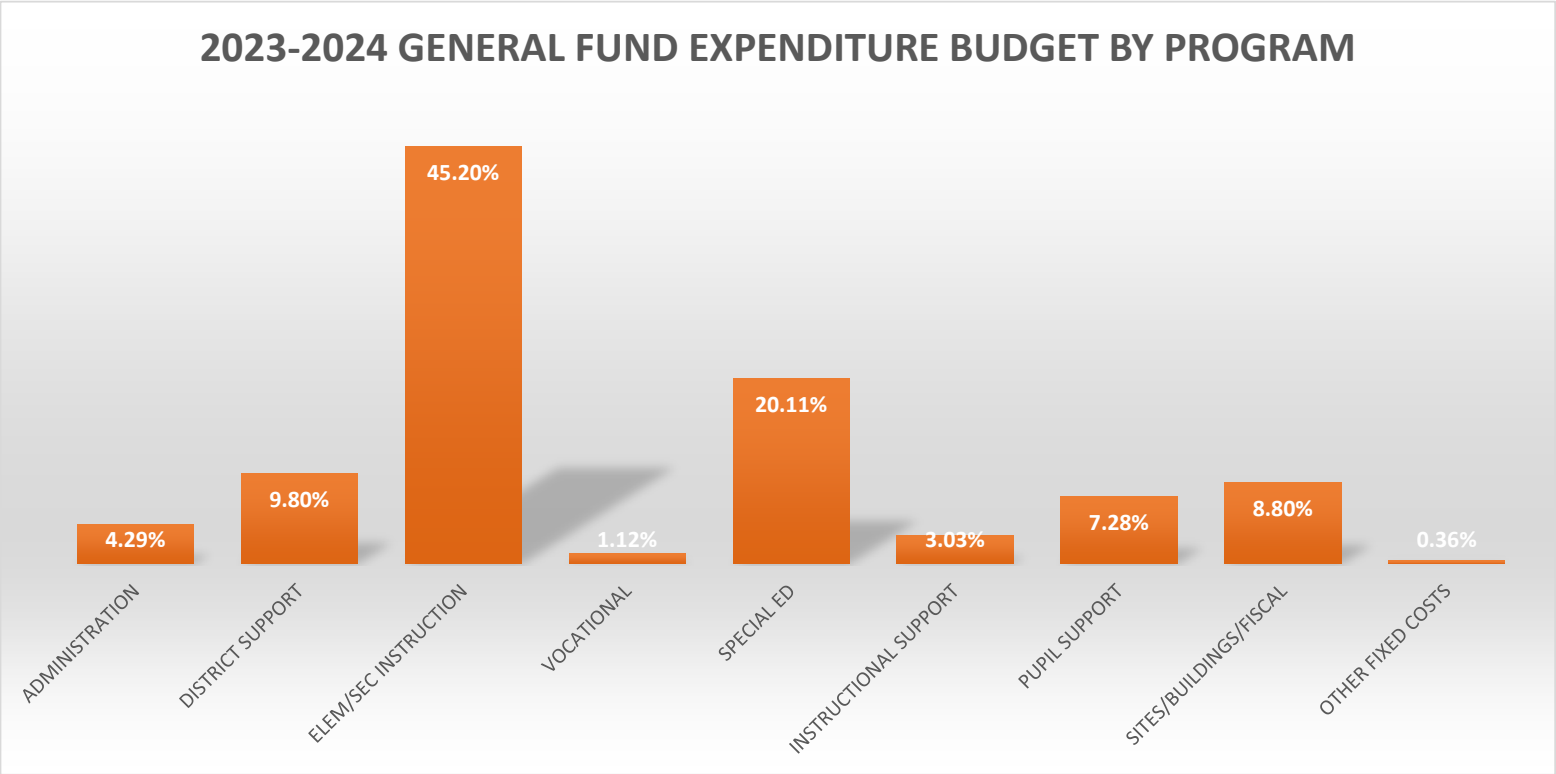
		Budget	Proposed Budget
	2022	2023	2024
Assigned	$10,090,319	$17,890,319	$17,890,319
Committed	0	0	0
Nonspendable	24,293	24,293	24,293
Restricted	0	0	0
Restricted/Reserved	5,908,646	5,029,490	5,268,684
Unassigned	5,589,289	7,305,368	8,230,497
Total Fund Balance	**$21,612,547**	**$30,249,470**	**$31,413,792**





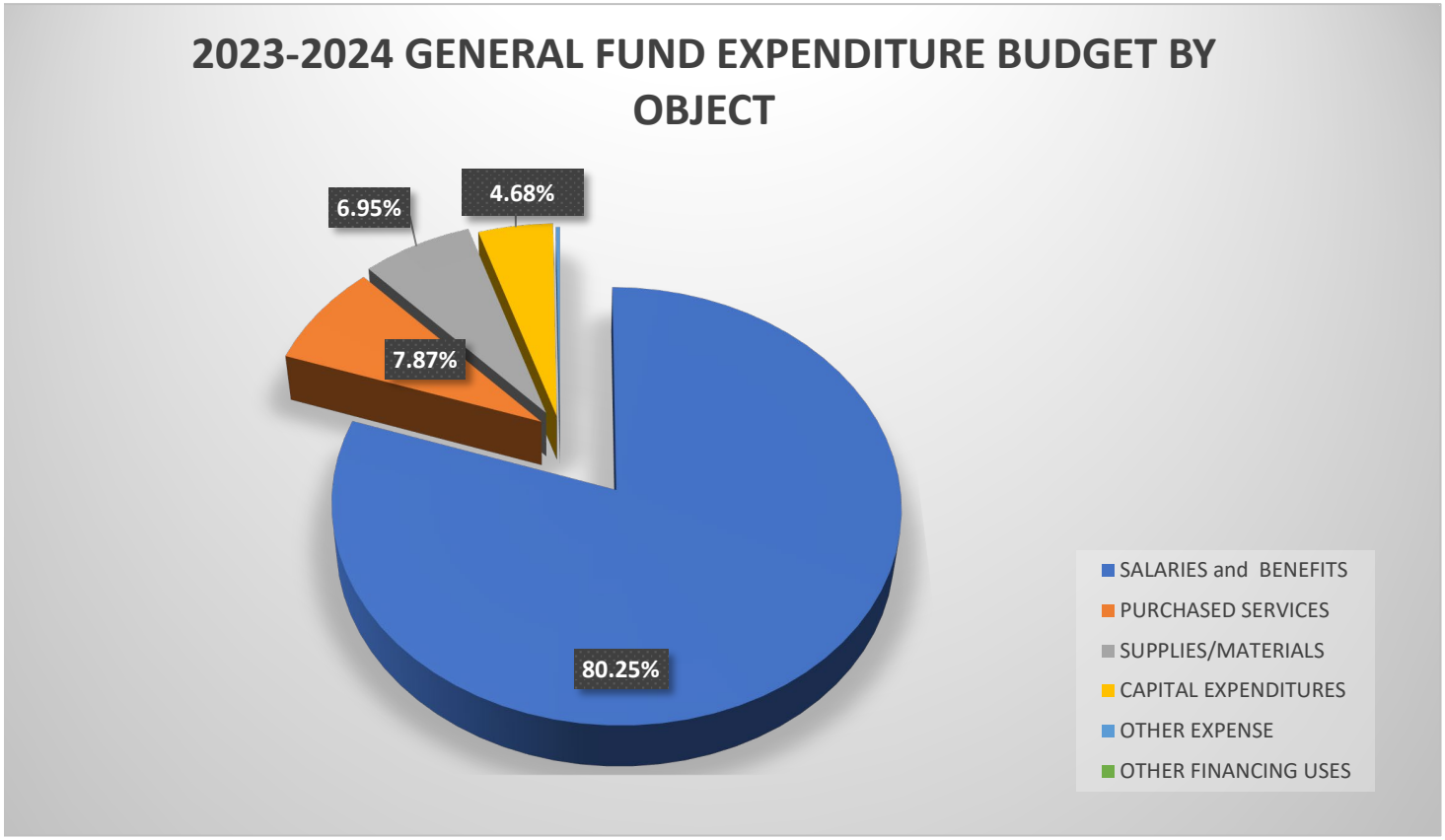
2023-24 Preliminary Budget General Fund Budgeted Revenues and Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
PROPERTY TAXES	18,110,967	14.15%	20,078,806	14.41%	17,157,611	12.61%
STATE AIDS	86,474,390	67.58%	90,240,736	64.74%	98,042,595	72.08%
FEDERAL AIDS	16,719,924	13.07%	16,482,905	11.83%	16,252,905	11.95%
OTHER MISC	6,655,846	5.20%	12,577,304	9.02%	4,569,706	3.36%
TOTAL REVENUE SOU	127,961,127	100.00%	139,379,751	100.00%	136,022,817	100.00%



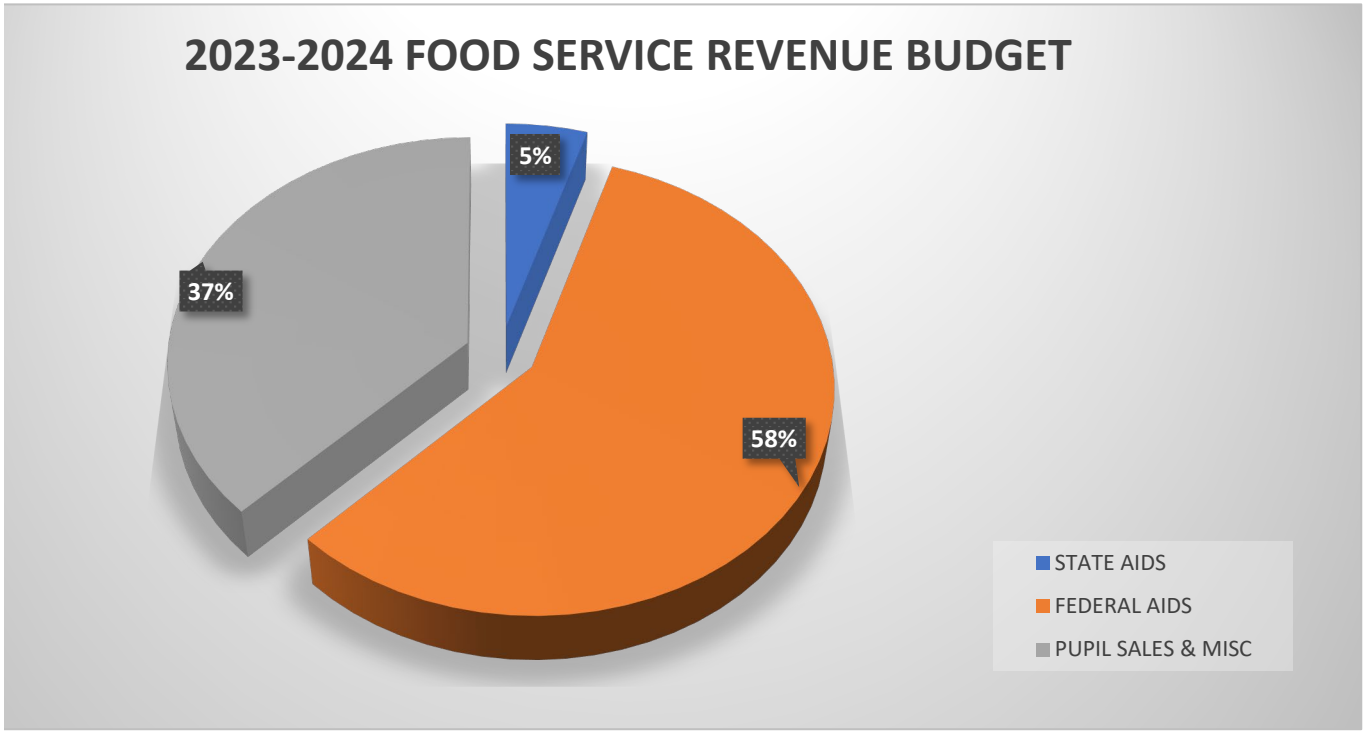
2023-24 Preliminary Budget General Fund Budgeted Expenditures and Percentage by Program

PROGRAM EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
ADMINISTRATION	5,521,419	4.39%	5,592,039	4.28%	5,789,811	4.29%
DISTRICT SUPPORT	10,163,107	8.08%	10,711,608	8.19%	13,210,738	9.80%
ELEM/SEC INSTRUCTION	53,888,916	42.84%	59,265,812	45.33%	60,957,979	45.20%
VOCATIONAL	1,308,838	1.04%	1,433,464	1.10%	1,504,148	1.12%
SPECIAL ED	27,126,152	21.56%	26,016,772	19.90%	27,123,119	20.11%
INSTRUCTIONAL SUPPORT	5,423,456	4.31%	3,955,221	3.03%	4,091,769	3.03%
PUPIL SUPPORT	10,326,963	8.21%	9,571,906	7.32%	9,821,861	7.28%
SITES/BUILDINGS/FISCAL	11,460,309	9.11%	13,716,006	10.49%	11,869,468	8.80%
OTHER FIXED COSTS	573,711	0.46%	480,000	0.37%	489,600	0.36%
TOTAL PROGRAM EXPENSES	**125,792,870**	**100.00%**	**130,742,828**	**100.00%**	**134,858,493**	**100.00%**



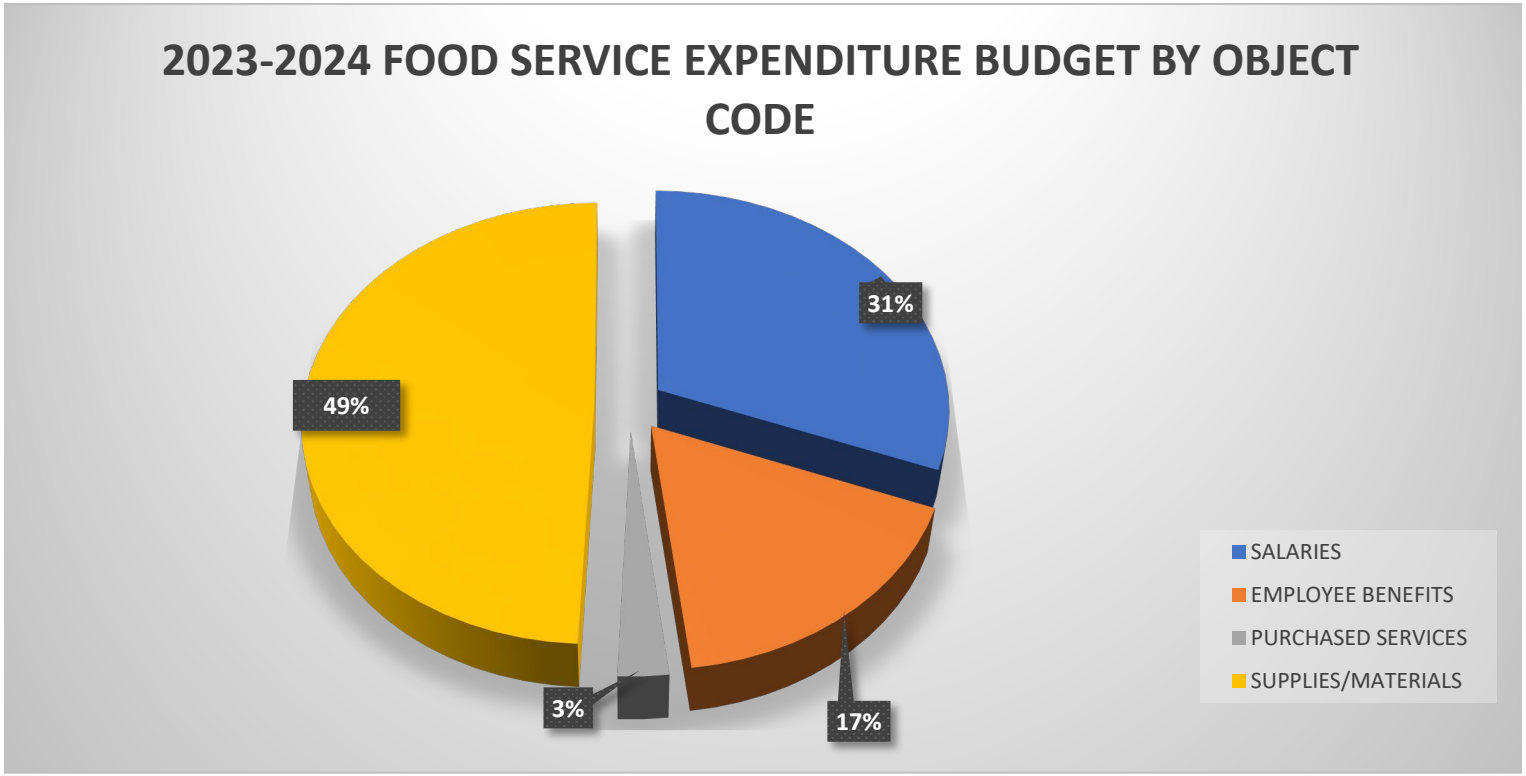
2023-24 Preliminary Budget General Fund Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
SALARIES	71,369,579	56.74%	72,961,088	55.81%	73,879,599	54.78%
EMPLOYEE BENEFITS	30,921,253	24.58%	32,677,935	24.99%	34,340,817	25.46%
PURCHASED SERVICES	12,500,568	9.94%	10,948,344	8.37%	10,618,236	7.87%
SUPPLIES/MATERIALS	5,463,999	4.34%	9,001,007	6.88%	9,376,433	6.95%
CAPITAL EXPENDITURES	5,695,464	4.53%	4,812,698	3.68%	6,305,830	4.68%
DEBT SERVICE	-	0.00%	-	0.00%	-	0.00%
OTHER EXPENDITURES	(157,993)	-0.13%	341,757	0.26%	337,578	0.25%
TOTAL OBJECT EXPENSES	125,792,871	100.00%	130,742,828	100.00%	134,858,493	100.00%



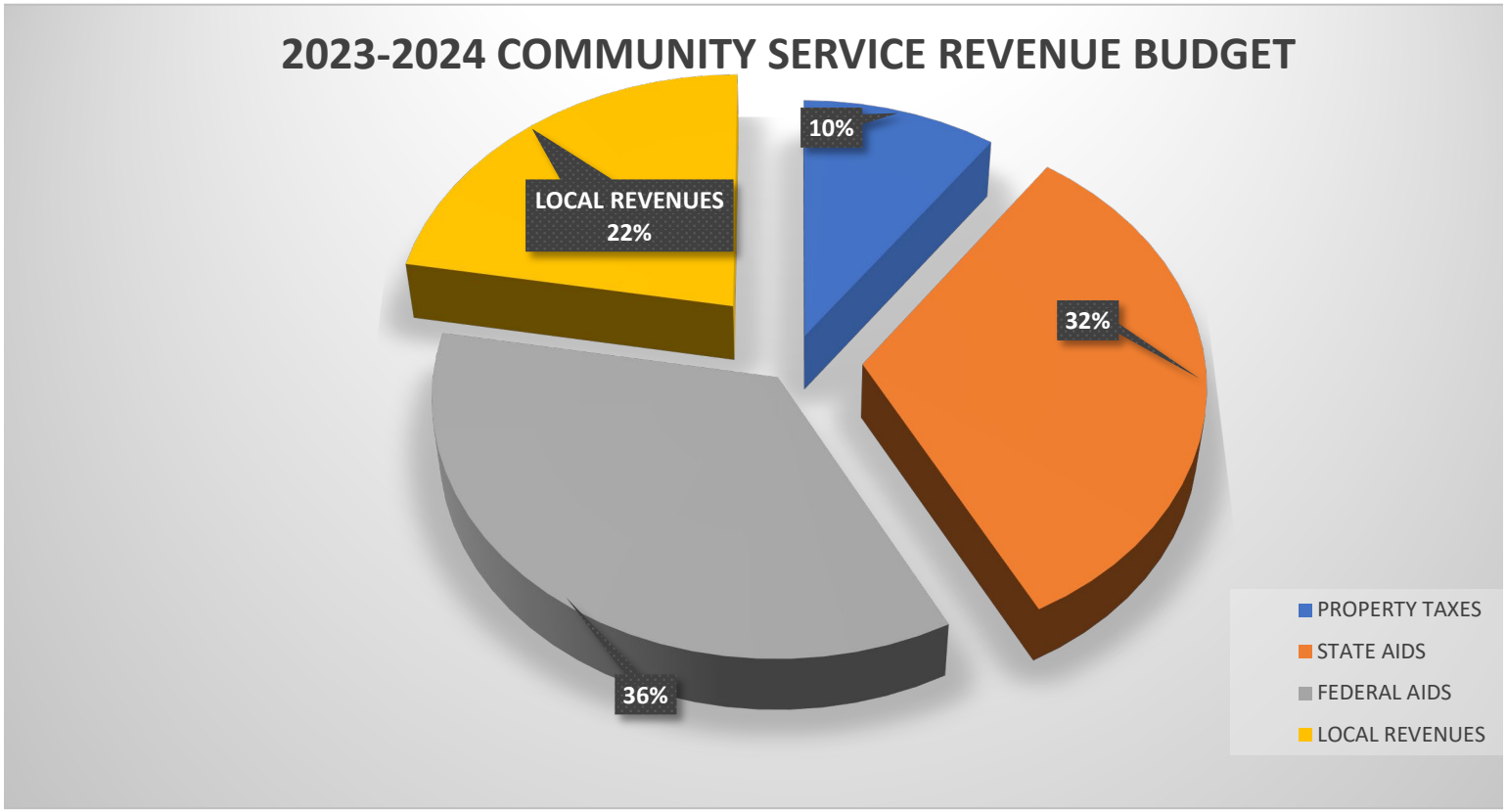
2023-24 Preliminary Budget Food Service Fund Budgeted Revenues and Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
STATE AIDS	148,227	2.87%	191,800	4.81%	191,800	4.75%
FEDERAL AIDS	4,901,902	94.91%	2,295,800	57.61%	2,350,000	58.18%
PUPIL SALES & MISC	114,530	2.22%	1,497,400	37.58%	1,497,400	37.07%
TOTAL REVENUE SOURCES	**5,164,659**	**100.00%**	**3,985,000**	**100.00%**	**4,039,200**	**100.00%**



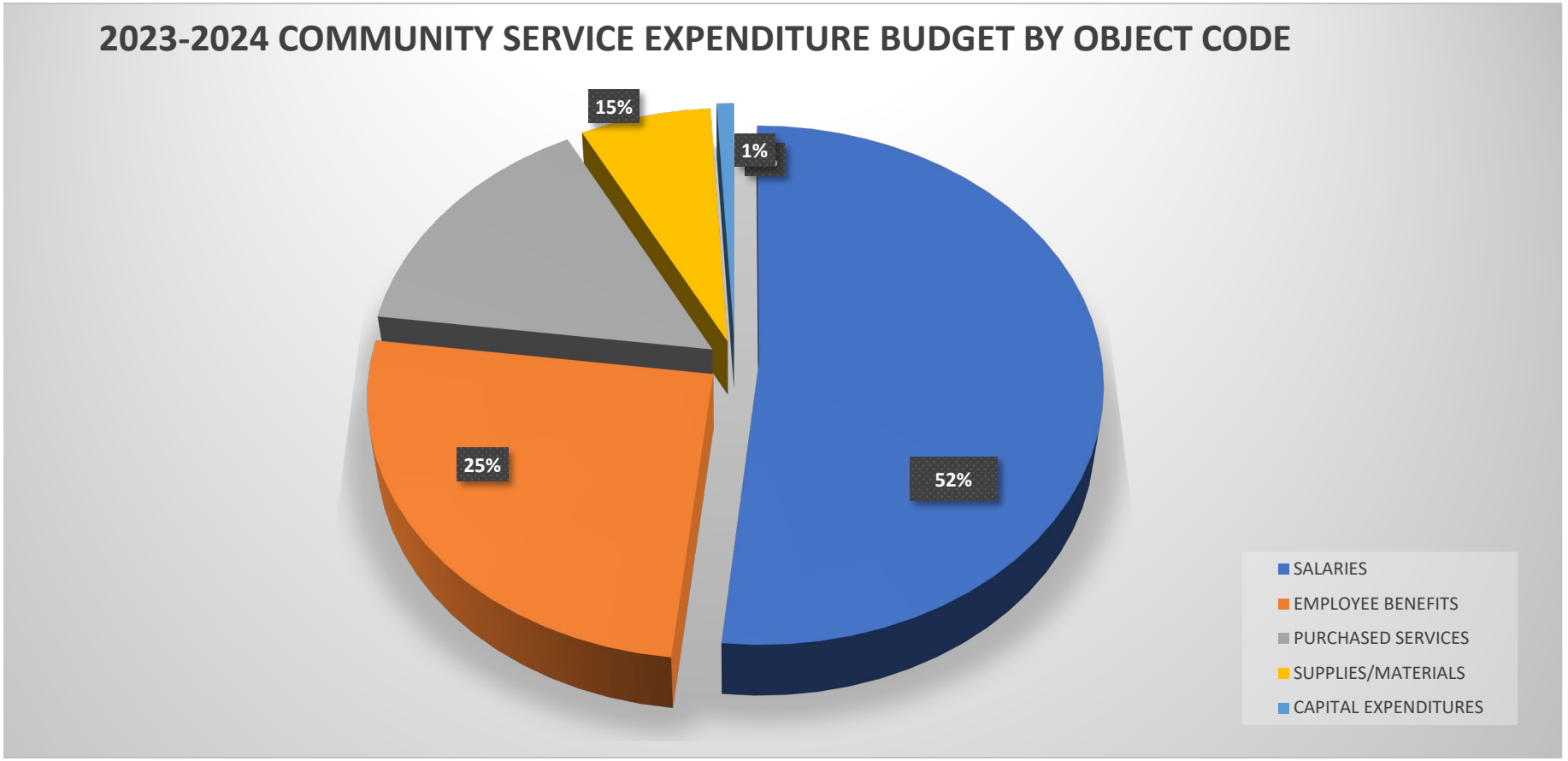
2023-24 Preliminary Budget Food Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
SALARIES	1,247,200	30.04%	1,334,143	30.13%	1,360,826	33.91%
EMPLOYEE BENEFITS	660,547	15.91%	764,766	17.27%	700,000	17.44%
PURCHASED SERVICES	30,887	0.74%	113,450	2.56%	113,450	2.83%
SUPPLIES/MATERIALS	2,196,571	52.91%	2,176,388	49.16%	1,800,000	44.86%
CAPITAL EXPENDITURES	3,695	0.09%	25,000	0.56%	25,000	0.62%
OTHER EXPENSE	12,291	0.30%	13,600	0.31%	13,600	0.34%
TOTAL OBJECT EXPENSES	**4,151,190**	**100.00%**	**4,427,347**	**100.00%**	**4,012,876**	**100.00%**



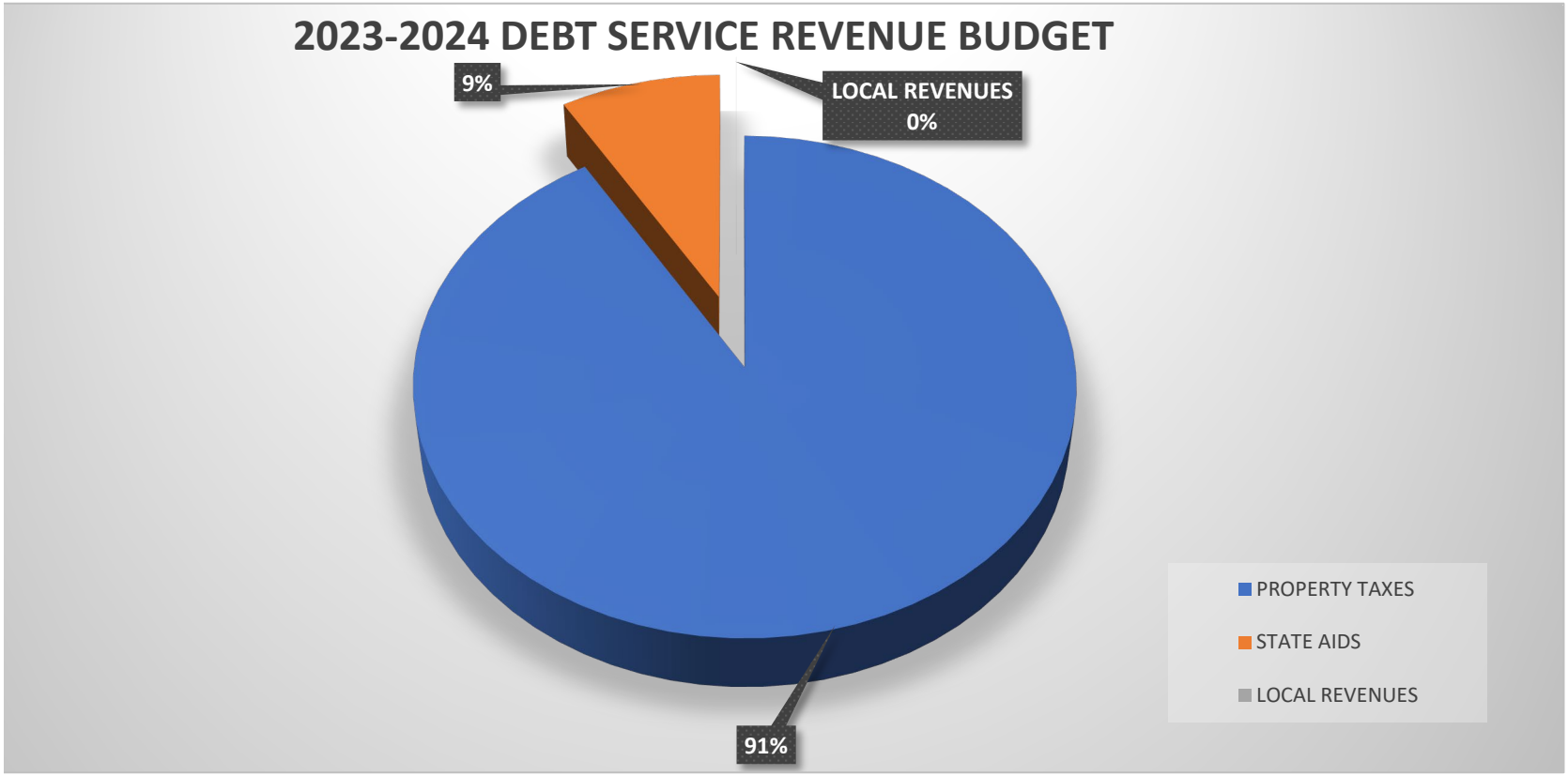
2023-24 Preliminary Budget Community Service Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
PROPERTY TAXES	1,083,371	12.61%	938,472	11.18%	843,544	9.93%
STATE AIDS	2,728,565	31.77%	2,660,152	31.69%	2,750,000	32.37%
FEDERAL AIDS	2,892,386	33.68%	2,968,876	35.37%	3,012,000	35.45%
LOCAL REVENUES	1,884,196	21.94%	1,826,840	21.76%	1,890,000	22.25%
TOTAL REVENUE SOURCES	**8,588,518**	**100.00%**	**8,394,340**	**100.00%**	**8,495,544**	**100.00%**



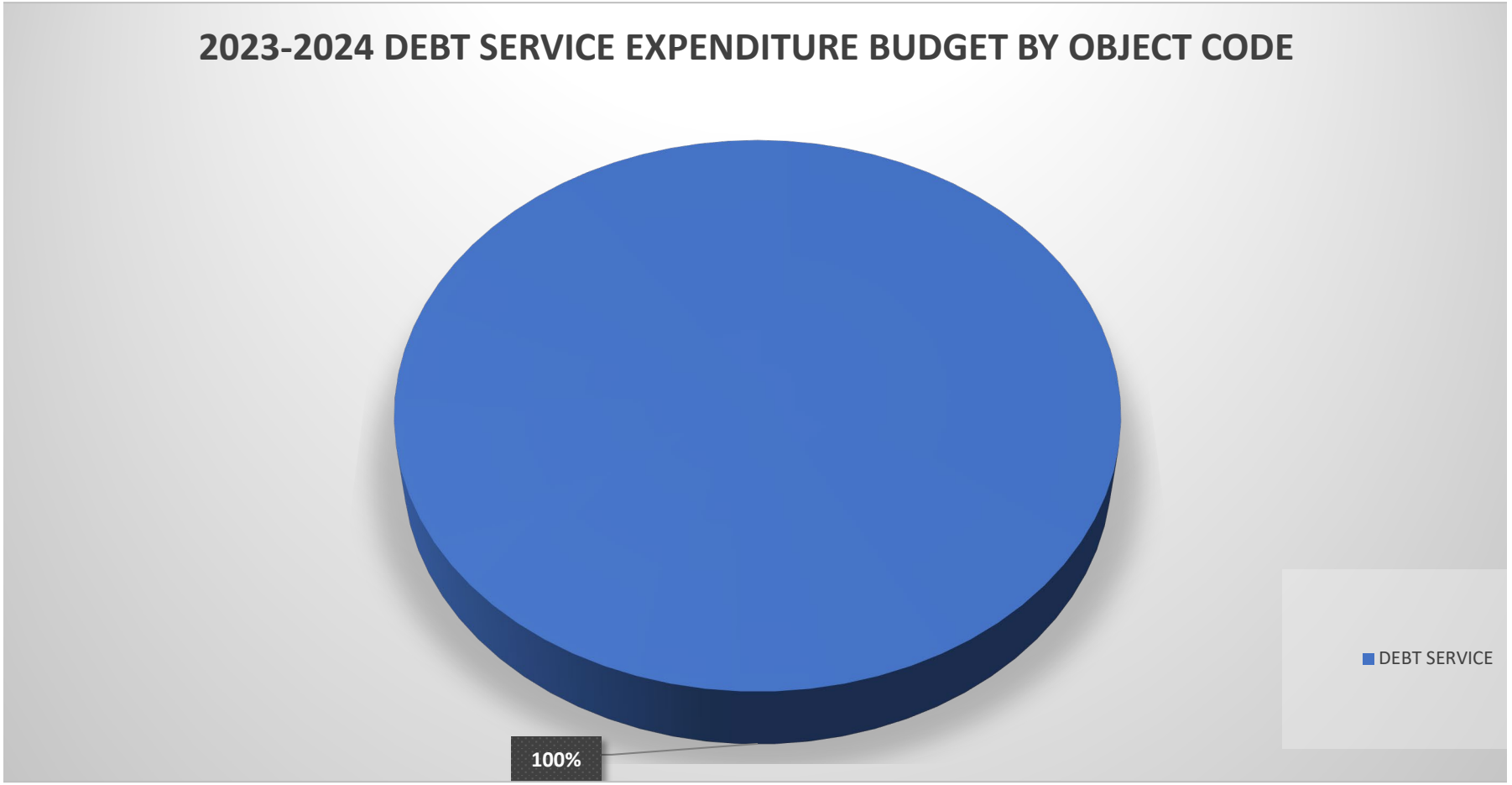
2023-24 Preliminary Budget Community Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
SALARIES	3,763,255	45.96%	4,505,160	50.41%	3,915,290	47.12%
EMPLOYEE BENEFITS	1,791,117	21.88%	2,195,718	24.57%	1,862,762	22.42%
PURCHASED SERVICES	1,805,267	22.05%	1,373,595	15.37%	1,825,000	21.96%
SUPPLIES/MATERIALS	408,118	4.98%	607,415	6.80%	450,000	5.42%
CAPITAL EXPENDITURES	176,692	2.16%	81,020	0.91%	81,020	0.98%
OTHER EXPENSE	243,128	2.97%	174,612	1.95%	174,612	2.10%
TOTAL OBJECT EXPENSES	**8,187,576**	**100.00%**	**8,937,521**	**100.00%**	**8,308,684**	**100.00%**



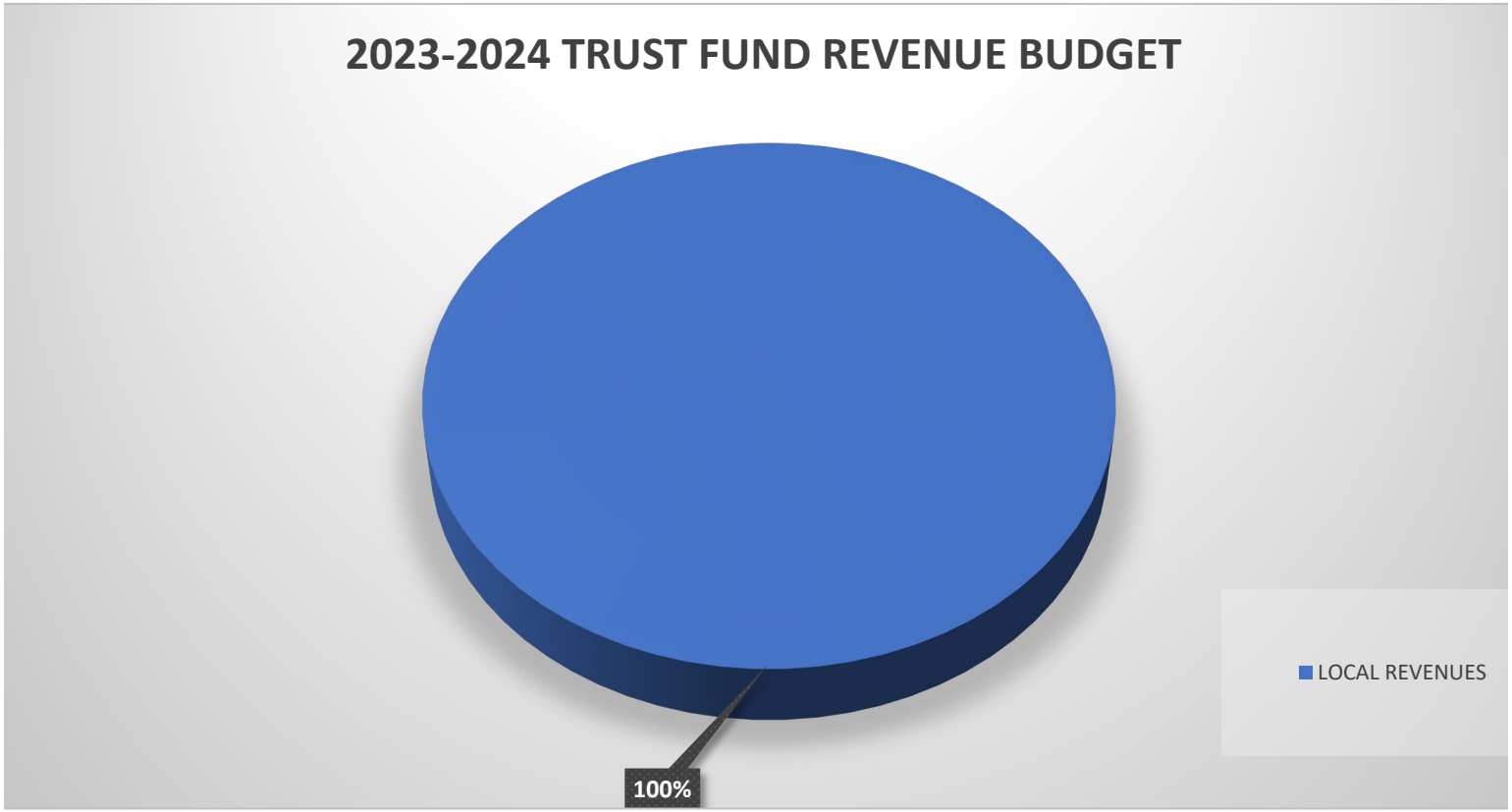
2023-24 Preliminary Budget Debt Service Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
PROPERTY TAXES	22,759,558	90.79%	20,851,327	90.74%	21,616,223	91.41%
STATE AIDS	2,309,775	9.21%	2,127,064	9.26%	2,030,000	8.58%
FEDERAL AIDS	-	0.00%	-	0.00%	-	0.00%
LOCAL REVENUES	-	0.00%	1,000	0.00%	1,000	0.00%
TOTAL REVENUE SOURCES	**25,069,333**	**100.00%**	**22,979,391**	**100.00%**	**23,647,223**	**100.00%**



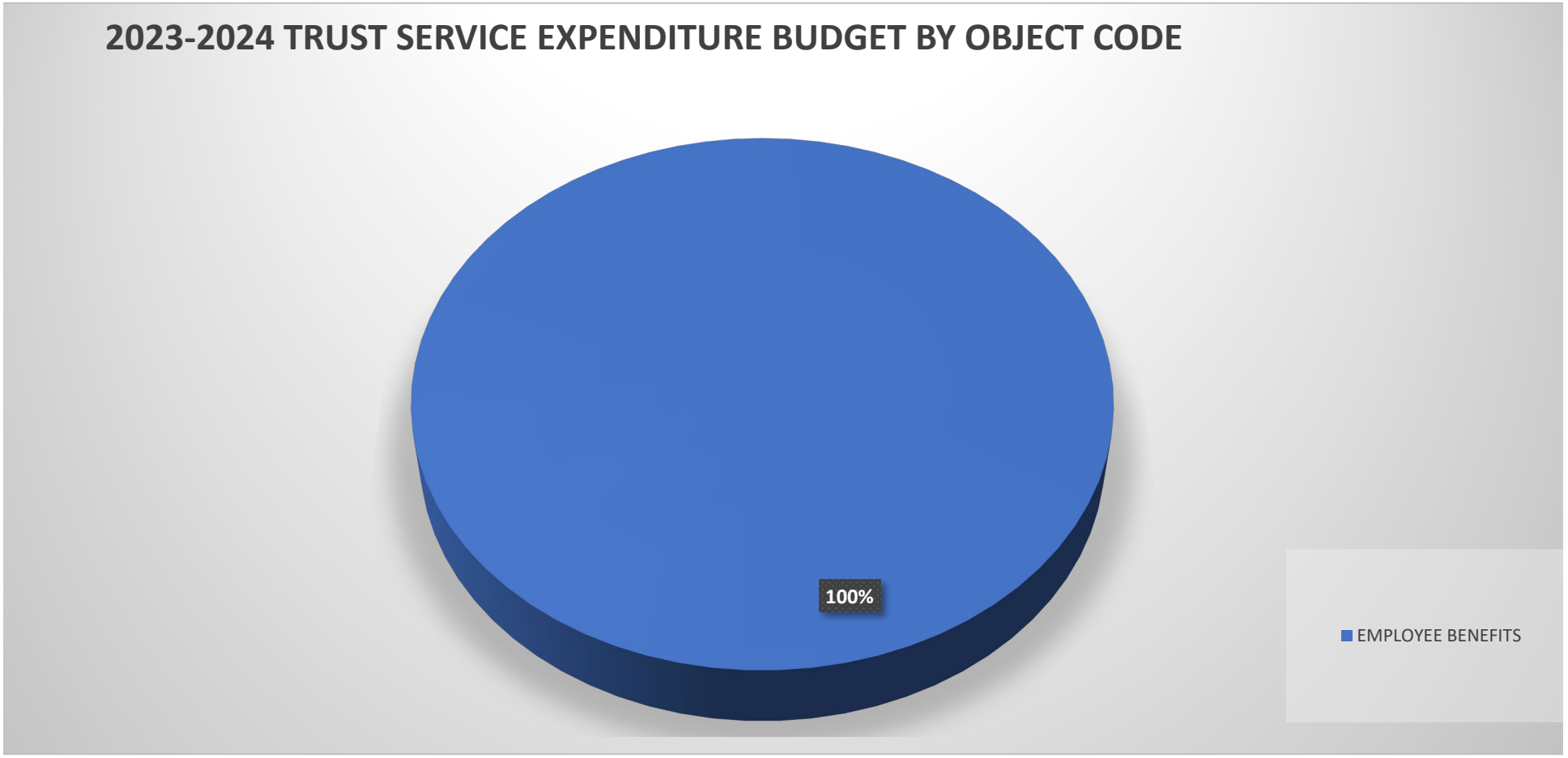
2023-24 Preliminary Budget Debt Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
DEBT SERVICE	25,062,403	100.00%	24,691,485	100.00%	23,640,000	100.00%
TOTAL OBJECT EXPENSES	**25,062,403**	**100.00%**	**24,691,485**	**100.00%**	**23,640,000**	**100.00%**



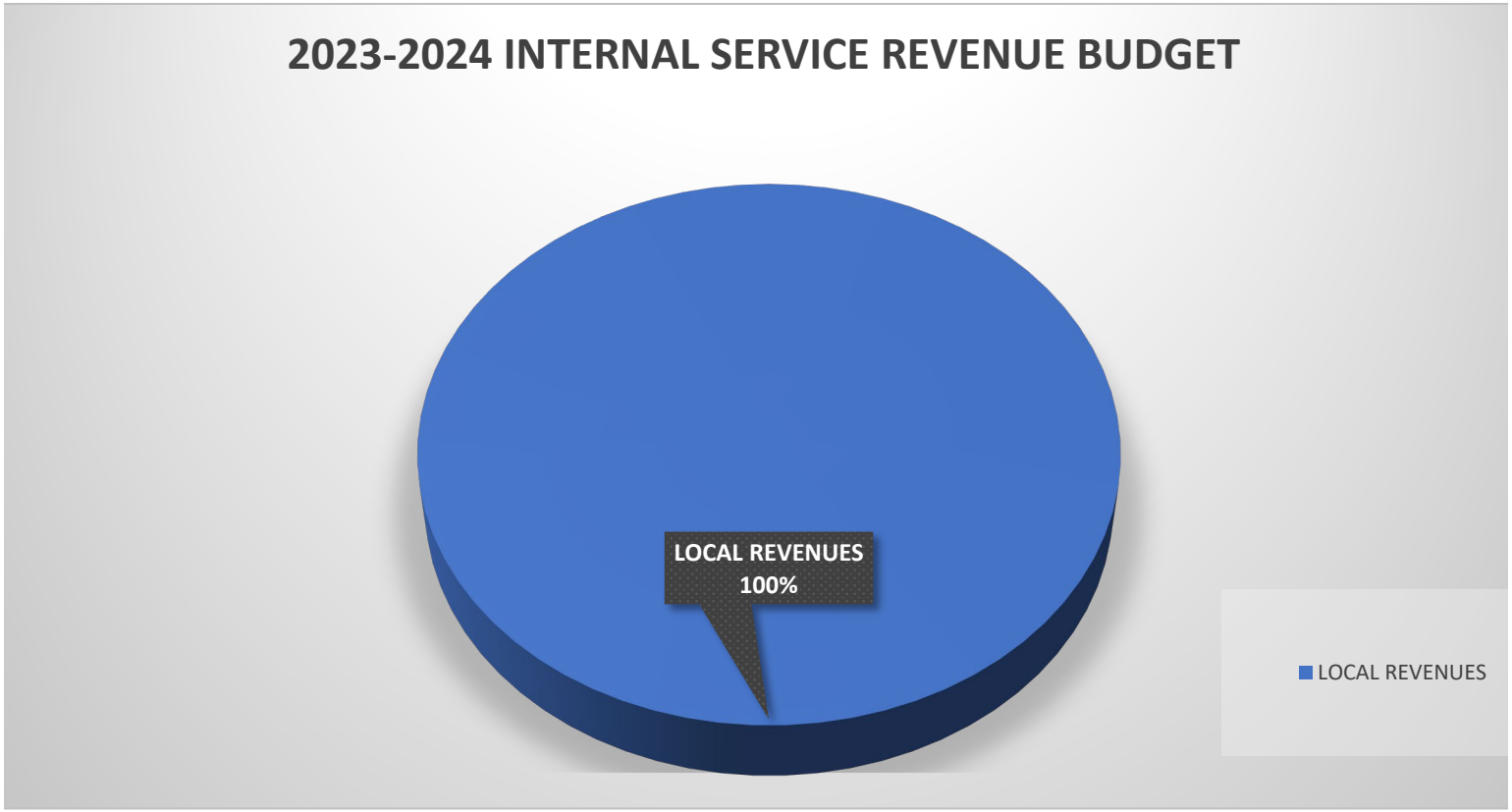
2023-24 Preliminary Budget Trust Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
LOCAL REVENUES	236,094	100.00%	258,575	100.00%	276,100	100.00%
TOTAL REVENUE SOURCES	**236,094**	**100.00%**	**258,575**	**100.00%**	**276,100**	**100.00%**



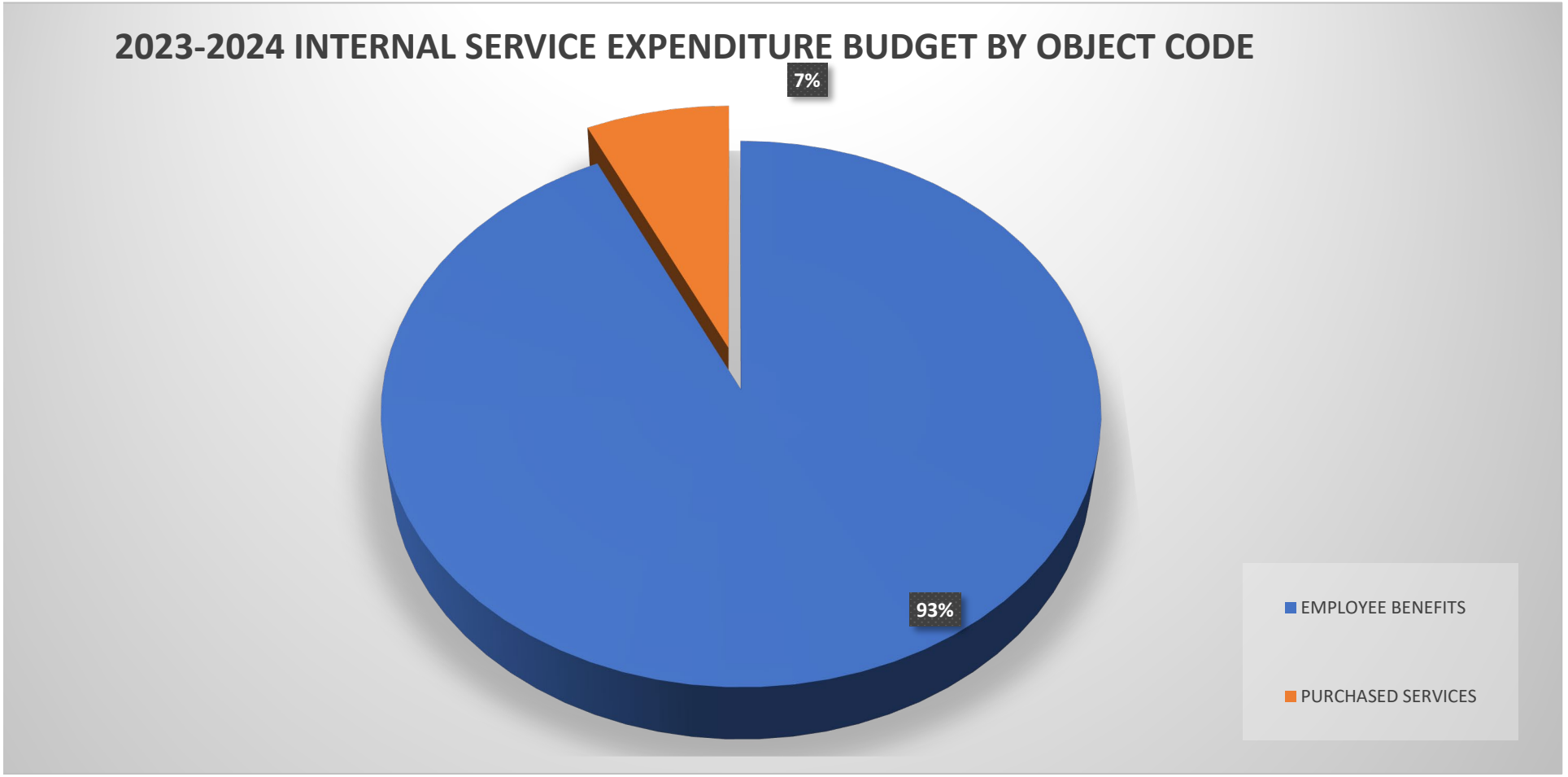
2023-24 Preliminary Trust Fund Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
EMPLOYEE BENEFITS	250,000	100.00%	250,000	100.00%	253,750	100.00%
TOTAL OBJECT EXPENSES	**250,000**	**100.00%**	**250,000**	**100.00%**	**253,750**	**100.00%**



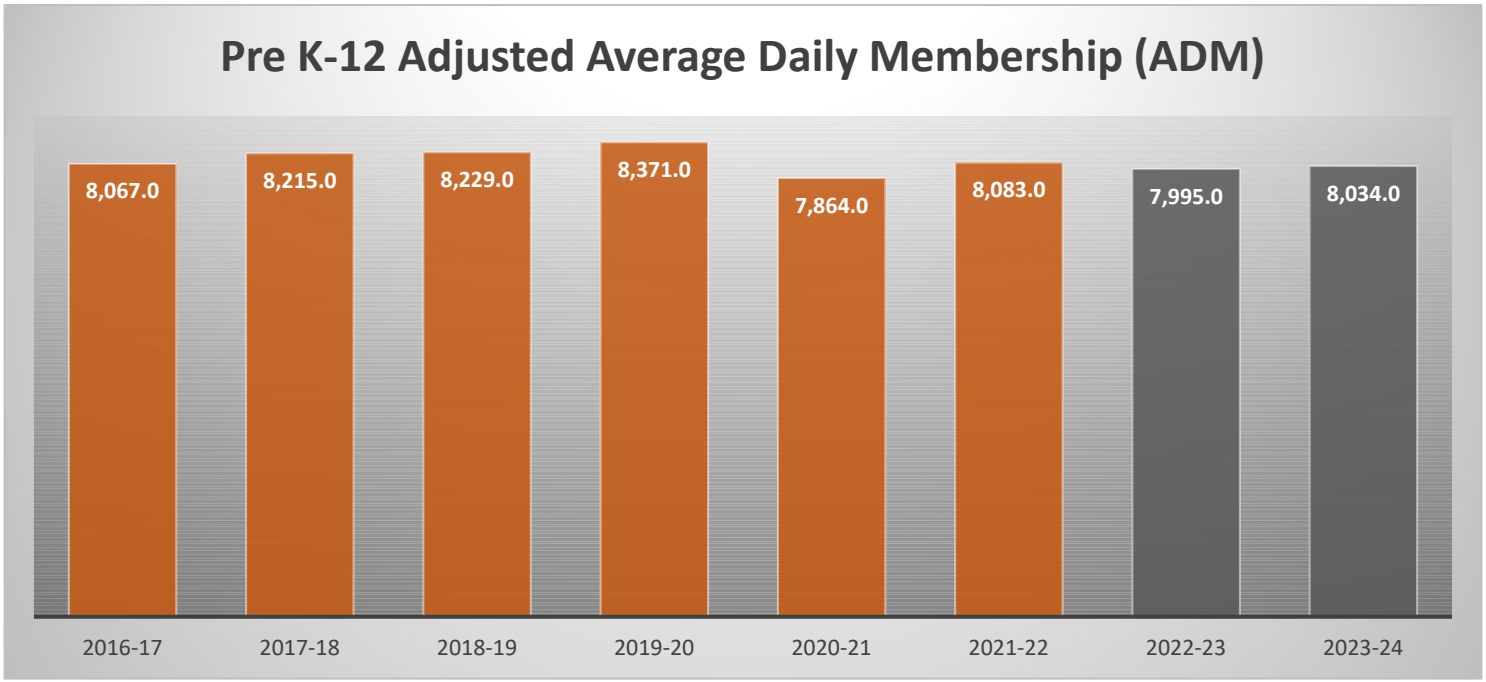
2023-24 Preliminary Internal Service Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
LOCAL REVENUES	850,475	100.00%	917,000	100.00%	950,000	100.00%
TOTAL REVENUE SOURCES	**850,475**	**100.00%**	**917,000**	**100.00%**	**950,000**	**100.00%**



2023-24 Preliminary Budget Internal Service Budgeted Expenditures and Percentage by Object

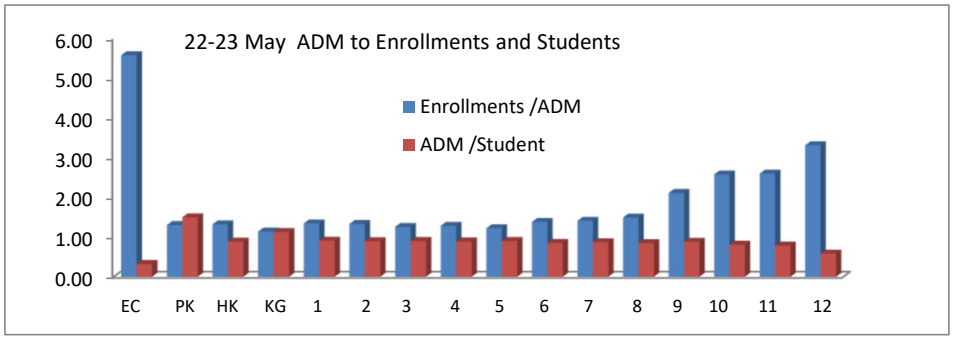
OBJECT EXPENSES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
EMPLOYEE BENEFITS	709,529	93.13%	865,000	93.61%	850,000	92.90%
PURCHASED SERVICES	52,338	6.87%	59,000	6.39%	65,000	7.10%
TOTAL OBJECT EXPENSES	**761,867**	**100.00%**	**924,000**	**100.00%**	**915,000**	**100.00%**

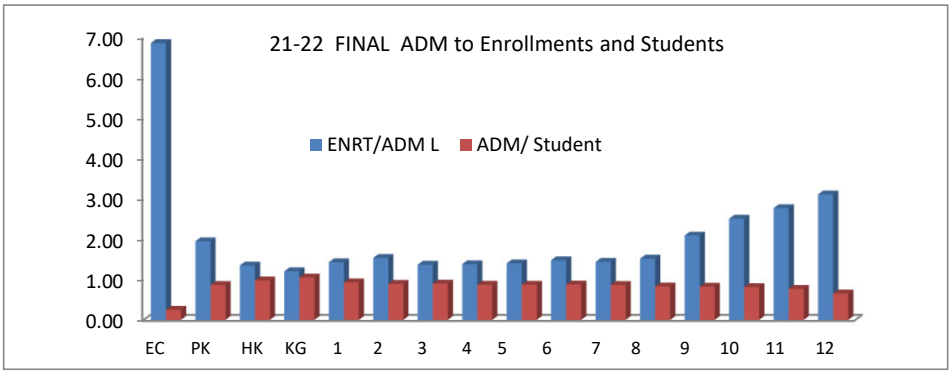

Pre K-12 Adjusted Average Daily Membership (ADM)
8,067.0
8,215.0
8,229.0
8,371.0
7,864.0
8,083.0
7,995.0
8,034.0
2016-17
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24

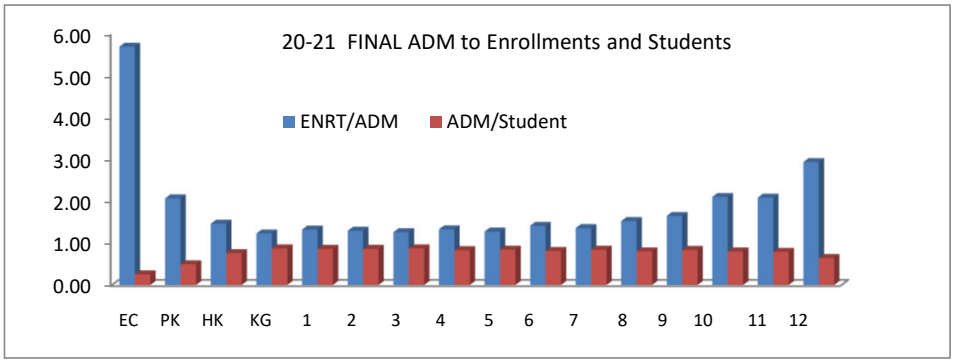
	Actuals						Estimated	
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
EC	95.09	100.31	106.79	114.46	95.45	114.57	102	101
Vol Pre-K	28.85	38.4	35.96	45.12	41.58	40.57	43	40
K-6	4247.97	4315.02	4301.12	4341.61	3951.01	4089.14	4103	4203
7-12	3694.91	3761.64	3785.29	3869.82	3776.06	3838.83	3747	3690
Total ADM	8066.82	8215.37	8229.16	8371.01	7864.1	8083.11	7995	8034
Percent Change	-	1.84%	0.17%	1.72%	-6.06%	2.78%	-1.09%	0.49%

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
HK	166	142	133	125.84	90.00	1.32	0.89
KG	570	445	490	500.93	522.00	1.14	1.13
1	775	638	588	577.49	605.00	1.34	0.91
2	799	673	612.66	601.71	602.00	1.33	0.89
3	732	649	594	583.39	586.00	1.25	0.90
4	757	665	600.66	590.43	585.00	1.28	0.89
5	731	667	609.83	599.45	604.00	1.22	0.90
6	682	582	502.78	494.22	509.00	1.38	0.85
7	820	670	595.33	582.72	559.00	1.41	0.87
8	861	685	590.22	577.72	585.00	1.49	0.84
9	1528	824	722.17	724.47	648.00	2.11	0.88
10	1697	818	656.93	659.02	650.00	2.58	0.81
11	1805	889	693.67	695.87	680.00	2.59	0.78
12	1844	959	555.54	557.31	625.00	3.31	0.58
PS	662	661					
Total:	14629	9785	8402.79	8065.30	7994.65	1.81	0.82
			+proj-budg>	70.65			







2022-2023 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	460.00	394.00	66.00	65.00	70.00	90.00	85.00	84.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	405.00	331.00	74.00	73.00	71.00	70.00	65.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	252.00	212.00	40.00	40.00	47.00	40.00	39.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	578.00	468.00	110.00	83.00	86.00	87.00	92.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	275.00	228.00	47.00	48.00	47.00	55.00	42.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	322.00	258.00	64.00	67.00	54.00	50.00	54.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	295.00	252.00	43.00	52.00	48.00	45.00	50.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	319.83	268.83	51.00	54.00	65.00	52.00	48.33	49.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	411.00	330.00	81.00	63.00	70.00	58.00	71.00	68.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	235.00	194.00	41.00	35.00	44.00	37.00	34.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	590.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.90	203.40	212.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1057.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.45	380.15	362.23	0.00	0.00	0.00	0.00
AE Online 650	168.87								0.00	0.00	0.00	29.37	41.14	61.75	36.61
Denfeld 215	896.70								0.00	0.00	0.00	289.35	209.20	229.30	168.85
East 220	1391.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	377.05	365.80	354.45	293.75
Merritt Creek Academy 81	80.88	42.00	5.00	5.00	5.00	7.00	9.00	16.00	3.10	4.45	7.00	8.00	5.33	4.00	2.00
ALC 611	89.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.85	31.85	37.00
Chester Creek Academy 575	47.33	18.00	1.00	2.00	4.00	2.00	7.00	3.00	7.00	5.00	4.00	5.00	5.33	2.00	0.00
Rock Ridge Academy 580	25.38	7.00	0.00	1.00	1.00	1.00	4.00	0.00	1.00	2.00	3.00	3.75	4.63	2.00	2.00
Arrowhead Academy 605	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4.00	3.00	7.00	1.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	14.92	2.32	0.00	0.00	0.66	0.00	0.33	1.33	1.33	0.33	0.99	5.65	1.65	1.32	1.33
The Bridge 950	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00
Total:	7944.79	3005.15	623.00	588.00	612.66	594.00	600.66	609.83	502.78	595.33	590.22	722.17	656.93	693.67	555.54

576 students
85 Open Enrolled, 53 FT Residents, 438 PT Residents
average enrollment 0.29 or 2 classes

DEPARTMENT OF EDUCATION

Free School Meals Program Frequently Asked Questions (FAQ)

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Questions and responses will continue to be added to this FAQ. Check back often for updates.

Updated: 5/23/2023

New in This FAQ

Can we offer incentives to families to fill out the Applications for Educational Benefits?

No. Incentives and gifts are not allowable costs to the Food Service Fund or the General Fund.

Is there any training scheduled for schools that want to start operating the National School Lunch Program and School Breakfast Program in the 23-24 school year?

Additional New School Nutrition Program Sponsor Application Process Training is being scheduled for May and June. For more information, email mde.fns@state.mn.us with the subject line: New School Nutrition Program Sponsor Training. Include your school name, address, and contact information in the email.

Our school has only operated the National School Lunch Program this school year, but we are going to add the School Breakfast Program next school year. If we have a vended meal contract, do we need to go out for bid again or can we just do an addendum to add the breakfast service to our contract?

If adding the breakfast service to a school's vended meals contract will increase the total value of the contract by 10% or more, the school is required to rebid the contract for SY 2023-24. Sponsors should refer to the MDE Meal Service Contracts webpage for resources and templates and send questions to MDE.FSMC@state.mn.us.

In the 23-24 school year, will we need to continue to send meal counts to School Readiness for the Voluntary Prekindergarten (VPK) Program meal reimbursement?

If a school is participating in the National School Lunch Program and the School Breakfast Program, meals served to students in VPK can be counted and claimed on the CLiCS reimbursement claim in the appropriate category of eligibility (free, reduced-price, or paid) at the school where they are served.

Schools that do not claim meals served to VPK students in CLiCS may continue to claim their meals through the current process with School Readiness.

In the 23-24 school year, will we still need to enter the breakfasts served to kindergarteners in the paid eligibility category in the "Kindergarten Paid Meals Served" column in the monthly claim in CLiCS?

No. There is no need to claim the breakfasts served to paid eligible kindergarten students in the "Kindergarten Paid Meals Served" column when participating in the MN Free School Meals Program.

All students must be correctly listed on meal eligibility rosters according to their actual federal school meal eligibility status: free, reduced price, or paid. In addition, meals served to students must be claimed in the student's correct federal eligibility category to receive correct federal and state reimbursements.

If there is a late start due to weather or professional development, can we skip serving breakfast?

Schools should plan to serve breakfast on all in-person academic school days – even if there is a late start.

Our school operates a before school child care program that includes a fee for breakfast in the tuition. Can we continue to charge this fee?

No. Programs that charge tuition or fees for service, such as private schools or school run child care centers, may not charge for the breakfasts or lunches claimed for reimbursement.

With meals being available at no cost, should schools continue to complete the Paid Lunch Equity tool to determine the cost of a meal?

No. The MN Free School Meals Program is considered non-pricing so there is no requirement for participating schools to evaluate the need to raise the student paid meal lunch price using the PLE tool. Sponsors should report their paid lunch price as zero.

If students go on a field trip as part of the academic school day, can the meals be claimed for reimbursement if they are not eaten at the school?

Yes, meals can be claimed for reimbursement if the field trip is part of the academic school day. Field trip meals must be counted at the point of service (e.g. at the field trip location if lunches are distributed there)

and must meet reimbursable meal pattern requirements. Field trip meals must be eaten in a congregate setting with other students attending the field trip.

Students attending a program at the same off-site location every day are not considered to be on a field trip.

Can meals served to students participating in Postsecondary Enrollment Options (PSEO) be claimed for reimbursement?

PSEO students enrolled in a high school participating in the School Breakfast Program and the National School Lunch Program can eat a breakfast and/or lunch at their high school. They can eat those meals on the campus outside of the regular meal times as long as the lunch is served between 10 a.m. – 2 p.m. and breakfast is served at or near the beginning of the school day.

For example, if a school starts serving lunch at 11:30 a.m., but the student leaves at 11:00 a.m. for their PSEO location, the student can be served a reimbursable meal to eat at the high school at 10:30 a.m. and the meal can be claimed.

Non-congregate meals cannot be claimed for reimbursement.

Can homeschooled students participate in the National School Lunch Program and School Breakfast Program?

No. Students must be enrolled in a school that is eligible for the National School Lunch Program. Homeschool programs are not eligible to participate in the National School Lunch Program.

General Questions

How is the Free School Meals Program different than the National School Lunch Program?

The Free School Meals Program is a state funded program that provides reimbursement for meals served to students who do not qualify for free or reduced-price meals so all students receive the meals at no cost. Schools participating in the Free School Meals Program must participate in the National School Lunch Program and the School Breakfast Program and adhere to the regulations of those programs.

Is the Minnesota Free School Meal Program a temporary program?

No. The funding for the Minnesota Free School Meals Program is permanent.

When does this program start?

The Free School Meals Program begins on July 1, 2023.

Can my school participate?

School districts, charter schools, nonpublic schools, or other participants approved for the National School Lunch Program and School Breakfast Program may participate in the Free School Meals Program.

Can an online school participate?

No. Students must be enrolled in a school that is eligible for the National School Lunch Program.

Do I need to operate the National School Lunch Program (NSLP) in order to receive free meals?

Yes, a school will need to operate both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in order to participate in the Free School Meals Program.

Do I need to operate the School Breakfast Program (SBP) in order to receive free meals?

Yes, a school will need to operate both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in order to participate in the Free School Meals Program.

Is there any way to participate in the Minnesota Free School Meals Program and operate only the National School Lunch Program and NOT the School Breakfast Program?

No.

Can a school remain on the federal national school lunch program only and NOT participate in the free school meal program that requires breakfast and lunch?

The United States Department of Agriculture's (USDA) National School Lunch Program (NSLP) is a voluntary program (i.e., schools can choose whether or not to participate). If a school participates in the NSLP and has an Identified Student Percentage (ISP) <62.5%, the school must participate in the Free School Meals Program. If a school participates in the NSLP and has an ISP ≥ 62.5%, the school may participate in the Free School Meals Program but only if they participate in the Community Eligibility Provision (CEP).

Can our school operate the National School Lunch Program and/or the School Breakfast Program only some of the days that school is in session?

No. The National School Lunch Program and the School Breakfast Program must operate on all academic school days that students are on campus.

Is there a minimum percentage of free and reduced-price eligible students that our school must have to participate in the Free School Meals Program?

No, there is not a minimum percentage of free and reduced-price eligible students required for a school to participate in the Free School Meals Program.

Can we participate in the MN Kindergarten Milk Program if our kindergarten students are participating in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP)?

Yes, kindergarten students participating in the NSLP and SBP may receive a milk at snack time and that milk can be claimed for reimbursement. This milk must be served at a snack time separate from breakfast and lunch.

Is the After School Snack Program included in the MN Free School Meal Program?

No. The After School Snack Program is not part of the MN Free School Meals Program.

Do I still need to collect Applications for Educational Benefits?

Yes, federal regulations require applications to be distributed. Schools should continue to collect Applications for Educational Benefits to determine if a student qualifies for free or reduced-price meals.

Applications for Educational Benefits are not needed to determine eligibility for students on the direct certification list.

Students who receive meals at no charge, but who are not approved for free meals through federal school nutrition programs, must be correctly listed on meal eligibility rosters and the Minnesota Automated Reporting Student System (MARSS) data according to their actual school meal eligibility status – either reduced-price or paid. Meals served to these students must be correctly claimed as reduced-price or paid meals to receive the correct federal and state reimbursements.

Why is important to continue to collect Applications for Educational Benefits?

A school's eligibility for programs such as the Summer Food Service Program (SFSP), the Seamless Summer Option (SSO), and federal after school snack and supper programs is based on free and reduced-price eligibility.

Additional federal meal reimbursement is available to schools/districts that meet severe need criteria based on free and reduced-price eligibility.

Students and families may qualify for other program fee reductions based on their eligibility for free or reduced-price meals.

If a family refuses to complete an Application for Education Benefits, are we supposed to refuse to serve them a meal?

No. A family is not required to complete an Application for Educational Benefits. A student may not be refused a meal because a family has not completed an Application for Educational Benefits.

Can a private school or charter school participate in the Free School Meals Program by teaming up with a public school district?

Yes. A private school or charter school may work with their local school district to become a joint agreement site under the school district. The school district is not required to take on joint agreement sites. The private school or charter school looking to become a joint agreement site should contact their local school district as soon as possible to determine if the school district is willing and able to take on this responsibility.

Will meals be free for teachers and staff?

No. School Nutrition Programs funds may not subsidize meals served to nonprogram adults. The adult meal price must be set high enough so that the cost of the meal is fully paid by the customer. For school year 22-23, the minimum price for a breakfast served to an adult is $2.25 and the minimum price for a lunch served to an adult is $4.95. Updated minimum adult meal prices for the 23-24 school year will be on the MDE website this summer once reimbursement rates are received from the U.S. Department of Agriculture (USDA).

Where can I find a list of the schools that are participating in the Free School Meals program?

The MN Department of Education has not yet started the process for schools to apply to participate in the Free School Meals Program; therefore, there is no list of participating schools available at this time.

Can we provide meals to our students through this program on weekends, during the summer, or on other school breaks? 44

The National School Lunch Program and the School Breakfast Program can only operate on academic school days. Other federal child nutrition programs such as the Summer Food Service Program (SFSP), Seamless Summer Option (SSO), and Child and Adult Care Food Program (CACFP) may be available for schools to operate on non-academic days.

During school breaks (Winter Break, Spring Break, etc.), can we claim meals served to children attending childcare programs under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP)?

No. Meals can be claimed under the NSLP and the SBP on academic school days only. Schools interested in providing meals during breaks such as Winter Break or Spring Break may apply for the Child and Adult Care Food Program (CACFP).

New Sponsors

Our school has never participated in the National School Lunch Program, but we would like to participate now that meals will be free. How can we sign up our school?

Instructions for becoming a new sponsor are found in the document Application Process for the School Nutrition Program. This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

My school participated in NSLP in the past and has not been on the program for several years. How can we sign our school up for the free meal program?

Sponsors who have not participated in the National School Lunch Program for more than one year will need to apply through the new sponsor process.

Instructions for becoming a new sponsor are found in the document Application Process for the School Nutrition Program. This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

We currently participate in the Special Milk Program and would like to switch to the National School Lunch Program and the School Breakfast Program. What do we need to do?

While schools participating in the Special Milk Program are already set up in CLiCS, there are several other steps necessary to operate the National School Lunch Program and School Breakfast Program. Schools on

the Special Milk Program should follow the instructions for becoming a new School Nutrition Program sponsor.

Instructions for becoming a new sponsor are found in the document Application Process for the School Nutrition Program. This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

Current Sponsors

Our school/school district is currently participating in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in the 2022-23 school year. What do we need to do to participate in the Free School Meals Program that begins in the 2023-24 school year?

Current Sponsors of the National School Lunch Program will be notified when it is time to complete the application for the Free School Meal Program in CLiCS for the 2023-24 school year.

Our school already participates in the National School Lunch Program and is adding the School Breakfast Program for the 2023-24 school year. What steps do we need to take to add the School Breakfast Program?

Sponsors that are not yet operating the School Breakfast Program, but are already operating the National School Lunch Program, will be able to add the School Breakfast Program in CLiCS as part of the School Nutrition Program application process for the 2023-24 school year.

When can I complete my application in CLiCS for the 23-24 school year?

The applications in CLiCS will be available to complete in late May. When you complete your sponsor and site applications in CLiCS for the 23-24 school year, review all information for accuracy and update any items that are incorrect or inaccurate.

Community Eligibility Provision (CEP)

Is my school required to participate in the Community Eligibility Provision (CEP)?

A school's participation in CEP is not mandatory.

If a school's Identified Student Percentage (ISP) is ≥ 62.5%, the school must participate in CEP in order to participate in the free school meals program.

If a school's ISP is <62.5%, the school is not required to participate in CEP; however, the school must participate in the Free School Meals Program.

What if my school is already participating in the Community Eligibility Provision (CEP)? 46

If your school is already participating in the Community Eligibility Provision (CEP), you can continue to participate on your current 4-year cycle or establish a new 4-year cycle. Sponsors are encouraged to review the ISP based on April 1, 2023 data and establish a new base year for 2023-24 if their new ISP is higher. A higher ISP will maximize the amount of federal reimbursement and reduce the state's cost.

Our school was planning to apply for the Community Eligibility Provision (CEP) for the 23-24 school year. With the Free School Meal Program in Minnesota, should we still consider applying for CEP?

Yes. Schools with an ISP **≥** 62.5% must participate in the CEP to participate in the Free School Meals Program. Schools with an ISP < 62.5% should consider participating in CEP.

Schools with a high ISP can utilize CEP to maximize their federal reimbursement and reduce the state's cost.

Where can I find the Identified Student Percentages (ISPs) for the schools in my district?

Proxy ISPs are available on the MDE website. Actual ISPs are used to determine eligibility and claiming percentages for the Community Eligibility Provision (CEP). Use the following calculation to determine your ISP:

$$\text{ISP} = \frac{\text{the number of identified students as of April 1}}{\text{the number of students enrolled in that site as of April 1}}$$

Identified students include:

- Directly certified students with the exception of students certified as Medicaid-Reduced (and household members of directly certified students).
- Homeless, migrant or runaway students.
- Head Start/Even Start/Early Start participants.
- Recipients of the Food Distribution Program on Indian Reservations (FDPIR).
- Foster children certified through means other than a free/reduced-price application.

Enrolled students are those enrolled as of April 1 who have access to either breakfast or lunch at the site(s). This would include preschool students if they have access to breakfast or lunch.

Meal Pattern

Since the Free School Meals Program is a State of Minnesota program, do we still need to follow the Federal National School Lunch Program (NSLP) and School Breakfast Program (SBP) meal patterns?

Yes. Schools participating in the Free School Meals Program must participate in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). Schools must follow the federal meal patterns and all other federal requirements for these programs.

How can a parent or student advocate for improved meal quality at their school?

Parents and students should first contact the school's food service director with concerns related to meal quality. While meal pattern requirements are set at the federal level, school menus are set at the local school or school district level.

Federal requirements include minimum servings for vegetables, fruits, milk, grains, and meat or meat alternate components. In addition, schools must adhere to requirements for calories, fat, saturated fat, and sodium content.

USDA recently proposed updates to the meal standards and is collecting comments until May 10, 2023.

Comments can be submitted at Proposed Updates to the School Nutrition Standards | Food and Nutrition Service (usda.gov).

Meal Service

Can the free meals be sent home like we did during the pandemic?

No. Congregate meal service is required in the National School Lunch Program and the School Breakfast Program. Meals may not be taken off campus, sent home, delivered, or picked up by parents or others.

On distance learning days, can we serve meals to students who choose to come to the school?

Meals can only be claimed if they are served and consumed at the school on an academic school day in a congregate setting.

Our school will be under construction and we will be providing classes through distance learning. Can we provide meals to our students during this time?

Meals can only be claimed if they are served and consumed at the school on an academic school day in a congregate setting.

Can students enrolled in a virtual school in our district eat meals at one of our school buildings?

Students must eat meals at the school where they are enrolled. Virtual schools are not eligible to participate in the National School Lunch Program or the School Breakfast Program.

While schools may provide and claim meals served to visiting students when they are visiting another school for a scheduled special event (e.g. district band concert), schools may not act as open sites under the National School Lunch Program or School Breakfast Program in order to feed any student that shows up at meal time.

Can a school use a clicker to count the meals?

Only schools on CEP or in a non-base year of Provision 2 may use a clicker to count total reimbursable meals served. Although clickers are allowed for total counts for these provision schools, all schools must have proper controls in place to ensure that students are not being counted and claimed for more than one reimbursable breakfast and one reimbursable lunch per day.

Schools that are not on CEP or are in a Provision 2 base year must count and claim meals based on the eligibility of the student receiving the meal. Students who receive meals at no charge, but who are not approved for free school meals, must be correctly listed on meal eligibility rosters according to their actual school meal eligibility status – either reduced-price or paid. Meals served to these students must be correctly claimed as reduced-price or paid meals to receive correct federal and state reimbursements.

Can students get second meals for free?

This legislation provides a maximum of one free breakfast and one free lunch per day to students at participating schools. A second breakfast and/or a second lunch is considered an a la carte item and must be priced at the adult meal rate.

Can schools sell a la carte items?

Yes, schools may sell a la carte items that meet the federal Smart Snacks requirements. In addition, the prices charged for a la carte items must continue to meet federal nonprogram food sales requirements. A second breakfast and/or a second lunch is considered an a la carte item and must be priced at the adult meal rate.

We sell second entrees as an a la carte item. Is there a minimum price that I must charge for a second entrée? Is there a minimum price that I must charge for a la carte items?

The prices charged for a la carte items must continue to meet federal nonprogram food sales requirements. USDA requires SFAs to determine if the percent of total revenue generated from their nonprogram food sales is equal to or greater than the percent of total food costs attributable to the SFA's purchase of nonprogram food. For example, if the cost of nonprogram foods is 20 percent of the SFA's total food costs, then the amount of revenue generated from the sale of the nonprogram foods must be at least 20 percent of the total revenue in the school food service account. Schools planning to sell second entrees or other a la carte items are advised to read through USDA Memo SP 20-2016 for further guidance.

Can a school deny a second meal, second entrée, or a la carte item if the student does not have money in their account to pay for it?

Yes. Schools are not required to provide second meals, second entrees, or other a la carte items if a student does not have the funds available to pay for the item(s).

It is a best practice for the school to avoid situations that may result in a student being denied a la carte item(s) at the point of service due to a lack of funds. For example, the school could sell a la carte items separately from the reimbursable meal serving lines and ensure that the student's account has the funds available before the item is provided to the student.

If a student brings their own lunch and only wants a milk, do we charge them for the milk or can we claim this milk for reimbursement?

A meal must meet the meal pattern requirements in order to be claimed for reimbursement. A milk by itself does not meet the minimum requirements to be claimed for reimbursement.

If a school participates in offer versus serve, a student must take at least the minimum number of components or items under offer versus serve for the meal to be claimed for reimbursement.

If a school does not participate in offer versus serve, a student must take all meal components or items for the meal to be claimed for reimbursement.

If a student does not take a meal that meets the requirements above, the milk must be purchased at the a la carte milk price.

What are the hours that breakfast can be served?

Breakfast must be served at or near the beginning of the school day.

Is there a minimum number of students necessary to operate the School Breakfast Program?

No.

PreK Programs

Will preschool students be included in the Free School Meals Program?

If a program is federally eligible for both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates under the school or school district, they are eligible to participate in the MN Free School Meals Program.

If a program is not operated under the school or school district, whether or not it is located in the same location, they are not eligible to participate in the NSLP, the SBP, or the MN Free School Meals Program.

Additional examples are included below.

Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates a PreK Program. Can we claim the breakfasts and lunches that we serve to the PreK children enrolled in this program?

Yes, the meals can be claimed as long as they meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and the SBP.

Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates a childcare center in our elementary school. Can we claim the breakfasts and lunches that we serve to PreK and younger children in this childcare program?

Yes, the meals can be claimed as long as they meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and SBP.

Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and rents/provides space to another entity that operates a childcare center in our elementary school. Can we claim the breakfasts and lunches that we serve to children in this childcare program?

No. If a program is not operated under the school or school district, whether or not it is located at the same location, they are not eligible to participate in the NSLP, SBP or the MN-FSM.

The childcare program may apply for the Child and Adult Care Food Program (CACFP).

Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and rents space in our elementary school to a Head Start Program that is not operated by our school district. Can we claim the breakfasts and lunches that we serve to children in this childcare program?

No. If a program is not operated under the school or school district, whether or not it is located at the same location, they are not eligible to participate in the NSLP, SBP or the MN-FSM.

The Head Start program may apply for the Child and Adult Care Food Program (CACFP). 50

If PreK or Kindergarten students attend a half day program, are they eligible to participate in the Free School Meal Program if they are not at school for both breakfast and lunch?

Yes. An individual student is not required to participate in both the School Breakfast Program and the National School Lunch Program.

If our district has a joint agreement with a private school that has children in grades PreK-8, can the meals served to PreK students be claimed for reimbursement?

If the school is eligible to participate in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and the PreK program is operated by that school, then the meals served to PreK students can be claimed for reimbursement under the NSLP and SBP.

Can we claim meals for a PreK Program in our district under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) if the PreK Program is in its own building?

If the PreK program is operated by the district and the meals meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and SBP, they can be claimed for reimbursement. The site will need a CLiCS site ID and the meals must be claimed at this site.

What meal pattern should we use for meals that we serve to PreK students?

PreK students eating in the cafeteria with other elementary students can be served the meal pattern that is used for the other elementary students.

PreK students eating meals separately from the other elementary students should follow the infant and/or preschool meal pattern applicable to the age of the student.

Summer

We are operating an academic summer school program at several of our schools in July. Can we operate the National School Lunch Program (NSLP) and School Breakfast Program (SBP) at these sites? Will our district be able to claim these meals under the Free School Meals Program?

Yes, you can operate the NSLP and the SBP at an academic summer school. The CLiCS application for the School Nutrition Programs must be submitted and approved for all months that you are planning to claim meals at the site(s).

Reimbursable meals served under NSLP and SBP can be claimed only for students enrolled in the academic summer school. Meals must be counted at the point of service. Meals must be claimed by the student's eligibility category. The Free School Meal Program reimbursement rates begin on July 1, 2023.

Our school is planning an academic summer school program for a couple of hours each morning. Is it possible to operate only the School Breakfast Program for our summer school program after July 1?

Federal regulations and Minnesota statutes allow the School Breakfast Program to be operated at a site without the National School Lunch Program.

Schools participating in the Community Eligibility Provision (CEP) must operate both the School Breakfast Program and the National School Lunch Program.

Beginning July 1, 2023, Minnesota schools participating in the Minnesota Free School Meals Program must operate both the National School Lunch Program and the School Breakfast Program.

What summer programs can operate the National School Lunch Program and the School Breakfast Program?

Academic summer school programs can operate the National School Lunch Program and the School Breakfast Program. Academic summer school programs include classes that provide credits and extended school year (ESY) programs.

Summer camps, summer enrichment, and summer day care programs may not participate in the National School Lunch Program and School Breakfast Program.

Financial

How are the free meals reimbursed?

Claims for reimbursement are submitted in CLiCS. Schools must have an approved application in CLiCS before a claim can be submitted. Additional information will be provided in future FAQ's regarding claims for reimbursement in CLiCS. It will be important to ensure that meals are claimed in the correct federal eligibility category to receive correct federal and state reimbursements.

Can our school claim reimbursement for all of the meals that we prepare? Can our school claim reimbursement for all of the meals that we order from our vendor?

No. Meals can only be claimed if they are served to eligible students and meet reimbursable meal requirements. Meals must be counted at the point of service and claimed in the correct federal eligibility category. Up to one reimbursable breakfast and one reimbursable lunch may be claimed per student per day.

Could you please provide a breakdown of the reimbursement from the Federal and State portions for the paid meals for SY 2023-24?

Federal reimbursement rates for school year 2023-24 are not yet available. MDE will post the reimbursement rates once they are available.

It will be important to ensure that meals are claimed in the correct federal eligibility category to receive correct federal and state reimbursements.

The state reimbursement equals the difference between the applicable federal reimbursement rate at that school site for a free meal, as determined annually by the United States Department of Agriculture, and the actual federal reimbursement received by the participating school for the breakfast or lunch served to the student.

How will compensatory funding be impacted by the Free School Meals Program?

The Free School Meals Program legislation contains a "hold-harmless" provision for the next two years.

MDE is working with the legislature to put a long-term solution in place.

How will the Free School Meal Program affect our Title I funds?

ESEA Title funds and services are not dependent on free or reduced-price meal eligibility status for traditional school districts. Additionally, the FFY23/SFY24 calculations use October 1, 2022 data, so there are no immediate (SFY24) implications for any ESEA Title program, including traditional public school districts, public charter schools, and nonpublic equitable services.

More information about Title I, Part A allocations can be found on the ESEA Title Programs website or by contacting mde.esea@state.mn.us.

Students in our district have prepaid accounts that they have used to pay for meals, a la carte milk, and/or a la carte snack items. Will we need to refund the money on these accounts next school year?

If your school/school district will sell a la carte items or second meals next school year, funds can remain on students' prepaid accounts to pay for these a la carte items. Refunds should be made if a la carte will not be available for students to purchase and/or if a parent requests a refund of funds on the account.

Many students in our school/district have negative balances. Can those negative balances be deleted?

No. A debt owed to the nonprofit school food service account remains on the accounting documents until it is either collected or determined to be uncollectable. Unpaid meal debt can be paid with nonfederal funds, including the General fund or donations.

What can reimbursement funds be used for?

All revenue from foodservice operations must be retained solely for the operation and improvement of school meal programs. This includes expenses such as food, labor, supplies, and equipment used to prepare and serve reimbursable meals.

More students are going to eat meals now that they are available at no cost. Is there any money available for facility upgrades for our kitchen?

A sponsor's nonprofit school foodservice account may be used to purchase needed equipment and supplies for the purpose of upgrading kitchens to accommodate an increase in meals being prepared and served. MDE has developed a Child Nutrition Programs equipment list of items that will receive automatic state agency approval. The SFA may purchase those equipment items, following proper federal, state or local procurement procedures, as applicable, without submitting a written request to MDE for approval. If an SFA chooses to select equipment that was not included on the MDE-approved list, it must submit a request for approval to the state agency prior to purchasing the item as required at 2 Code of Federal Regulations (CFR) Part 225 Appendix B, section 15. Refer to MDE's Equipment Purchase Policy and Pre-approved Equipment List for further information.

Please be aware that the following expenses are considered capital expenses that would add to the permanent value of the school building and are therefore unallowable: Supplies, equipment, and labor costs associated with facility improvement, rearrangement, and/or reconversion; Costs associated with remediation or repair to a school building (i.e., plumbing, heating, air conditioning, ventilation). These costs should be borne by the SFA's general fund or another nonfederal fund source.

Other

My question was not answered in this FAQ, who should I contact?

Additional questions can be submitted to the MN Department of Education, Nutrition Program Services division by emailing mde.fns@state.mn.us.

ESSER KEEP 2023-2024

Assignment Type Description	Building Description	Entered FTE
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Guidance Counselor Secondary	Denfeld High School	0.20000
Guidance Counselor Secondary	Denfeld High School	1.00000
Guidance Counselor Secondary	Denfeld High School	0.20000
Guidance Counselor Secondary	East High School	1.00000
Guidance Counselor Secondary	Ordean-East Middle School	1.00000
Tchr Elem Read Intervention	Administration Building	0.25000
Tchr Elem Read Intervention	Congdon Park Elementary	0.50000
Tchr Elem Read Intervention	Homecroft Elementary	0.40000
Tchr Elem Read Intervention	Lakewood Elementary	0.50000
Tchr Elem Read Intervention	Laura MacArthur Elementary	1.00000
Tchr Elem Read Intervention	Lowell Elementary	1.00000
Tchr Elem Read Intervention	Lowell Elementary Spanish Immersion	0.70000
Tchr Elem Read Intervention	Piedmont Elementary	1.00000
Tchr Elem Read Intervention	Stowe Elementary	0.85000
Tchr Interventionist Math	Homecroft Elementary	0.50000
Tchr Interventionist Math	Lakewood Elementary	0.50000
Tchr Interventionist Math	Laura MacArthur Elementary	0.50000
Tchr Interventionist Math	Piedmont Elementary	1.00000
Tchr Interventionist Math	Stowe Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Congdon Park Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Denfeld High School	1.00000
Tchr SEL MTSS Coord TOSA	East High School	1.00000
Tchr SEL MTSS Coord TOSA	Homecroft Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lakewood Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Laura MacArthur Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lester Park Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lincoln Park Middle School	1.00000
Tchr SEL MTSS Coord TOSA	Lowell Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Myers-Wilkins Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Ordean-East Middle School	1.00000
Tchr SEL MTSS Coord TOSA	Piedmont Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Stowe Elementary	1.00000
	FTE Continued	31.10000

ESSER END 2022-2023

Assignment Type Description	Building Description	Entered FTE
Dean of Students	Denfeld High School	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Help Desk Technician	Administration Building	1.00000
Instructional Para	Laura MacArthur Elementary	0.47500
Instructional Para	Laura MacArthur Elementary	0.47500
Mental Hlth Practitioner	Denfeld High School	1.00000
Tchr Alternative to Suspension	Denfeld High School	1.00000
Tchr Alternative to Suspension	Denfeld High School	1.00000
Tchr Curric Spec Elementary	District Wide	1.00000
Tchr Sec Innovation Coord TOSA	District Wide	1.00000
Tchr Dist Assess Coord TOSA	District Wide	1.00000
Tchr English	East High School	0.40000
Tchr Music Band	Ordean-East Middle School	1.00000
Tchr Music Orchestra	Ordean-East Middle School	0.10000
Tchr Sec Reading Invervention	Ordean-East Middle School	1.00000
Tchr Student Engagement TOSA	Myers-Wilkins Elementary	0.40000
Tchr Visual Arts	East High School	0.20000

FTE ended	16.05
FTE added back with new funding source	5.40
Total FTE reduction	10.65

NOTES

Position continued with new funding source

Position continued with new funding source

Position continued with new funding source

One joint position continued with new funding source

Position continued for one more year with new funding source

Position converted to fulltime Dean with new funding source

2023-2024 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.
Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Duluth Denfeld High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

ISD 709 - Duluth Denfeld High School
Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Paul Sandholm
(Designated School Board Member – please print)

Tom Pearson
(Designated School Representative – please print)

paul.sandholm@isd709.org
Email Address

Tom.Pearson@ISD709.org
Email Address

208.02 ACTIVITY REPRESENTATIVES

Tom Pearson
(Boys Sports – please print)

Tom Pearson
(Girls Sports – please print)

Tom Pearson
(Speech – please print)

Tom Pearson
(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Paul Sandholm
(Board Member—please print)

Nolan Udd
(Student—please print)

Tammy Udd
(Parent—please print)

Eric Stang
(Faculty Member—please print)

Tom Pearson, AD
(Mailing Representative—please print)
The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Amber Sadowski
(Clerk/Secretary - Local Governing Board)

Signed:
(Clerk/Secretary - Local Governing Board)

Date:

Print Name: John Magas
(Superintendent or Head of School)

Signed:
(Superintendent or Head of School)

Date: 5/22/23

HUMAN RESOURCES ACTION ITEMS FOR: June 20, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
TERLOUW, RACHAEL	ELEMENTARY INTERVENTIONIST/ HOMECROFT/ MA STEP 5, 57,665.00	8/29/2023	

CERT EXTENSIONS	POSITION	EFFECTIVE DATES	
BILES, KRISTEN L	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
BISHOP, LINNEA L	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS	06/12/2023	07/02/2123
BROWN, PAULA	SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 108 HRS	06/12/2023	07/14/2023
CASTELLANO, PATRICIA A	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
DAHL, CAROL M	SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
DALBEC, SHARON M	SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 52 HRS	06/12/2023	06/21/2023
DERRICK, JENNIFER T	SPEC ED/MERRITT CREEK, NOT TO EXCEED 51 HRS	06/27/2023	07/14/2023
DESCOMBAZ, MICHAEL C	PHY ED/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
DURFEE, CHRISTOPHER S	MATH INTERVENTIONIST/ROCKRIDGE, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
EDWARDS, KATHLEEN A	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS	06/12/2023	07/21/2023
FAIT, ELIZABETH R	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS	06/12/2023	08/28/2023
GLOCKLE, NATHAN K	PRINCIPAL/ALC, NOT TO EXCEED 125 HRS	06/30/2023	08/11/2023
GRANMO, SHERYL A	SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
GRENIGER, JODY L	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 180 HRS	06/12/2023	07/28/2023
HANSEN, LINDSEY L	SPECIAL ED/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
HENDERSON, LYNN M	ECFE PARENT EDUCATOR/PIEDMONT, NOT TO EXCEED 72 HRS	06/12/2023	08/28/2023
HINTSALA, JACOB A	PRINCIPAL/RESIDENTIALS, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
HOPPE, ASHLEY M	SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
JAROS, JENNIFER M	ECFE PARENT EDUCATOR/DW, NOT TO EXCEED 120 HRS	06/12/2023	08/28/2023
JENKINS, TREASURE A	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS	06/12/2023	08/28/2023
JESSICO, SUSAN R	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
JUBENVILLE, JAMES C	SPECIAL ED/ALC, NOT TO EXCEED 52 HRS	06/12/2023	08/23/2023
KEROLA, WILLIAM G	SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS	06/12/2023	07/14/2023
KOLQUIST, JULIE A	SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
LINDULA, JOHN R	SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
MENEGHINI, CARLA D	MATH/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
MOORE, PATRICK W	ENGLISH/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/08/2023
MOZOL, DIANE L	ECFE PARENT EDUCATOR/WASHINGTON CTR, NOT TO EXCEED 184 HRS	06/12/2023	08/28/2023
NELSON, PAMELA K	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
OLSON, ANTHONY J	SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
PECHEK, AMANDA M	SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
PETERSMEYER, ANNETTE K	SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS	06/12/2023	07/14/2023
RIKKOLA, KRISTINE A	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
SMITH, HAMILTON M	SCIENC/ALC, NOT TO EXCEED 104 HRS	06/12/2023	08/23/2023
TURNER, ROBERT T	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS	06/12/2023	07/21/2023
TYLLIA, RAE A	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2023
WESTIN, JENNIE L	ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS	06/12/2023	07/21/2021
WIGHT, KATELYN A	SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/RESIDENTIALS, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/ALC, NOT TO EXCEED 192 HRS	06/12/2023	08/23/2023
WITTMER, NANCY J	SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS	06/12/2023	07/14/2023
ZWAK, JOSEPH L	STAR COORD/ALC, NOT TO EXCEED 125 HRS	06/12/2023	08/08/2023

CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	07/01/2023	06/30/2024

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BALLAVANCE, KEARA N	PHYSICAL SCIENCE TEACHER/DENFELD	06/09/2023
DELFOSSE, EMILY S	CHEMISTRY TEACHER/DENFELD	06/09/2023
GRIMSBO, ANGELA R	VOCATIONAL BUSINESS EDU TEACHER/DENFELD	06/09/2023
KRUSE, COURTNEY R	SPED RESOURCE TEACHER/DENFELD	06/09/2023
NORTHUP, MARY K	SPED RESOURCE TEACHER/LAURA MACARTHUR	06/09/2023
SPEHAR, SOPHIE G	VISUAL ARTS TEACHER/EAST	06/09/2023
ZANDER, NICOLE D	GRADE 1 TEACHER/MYERS-WILKINS	06/09/2023

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BERGMAN, HELEN E	RECINDED RETIREMENT/CONTINUING TO WORK	06/09/2023
GOTTSCHALD, STEPHANIE R	GRADE 1 TEACHER/STOWE	06/09/2023

CERTIFIED JOB SHARE	POSITION	EFFECTIVE DATES	
BOYHTARI, BONNIE J	GRADE 2/GONGDON JOB SHARE WITH AMY SUNDLAND	09/05/2023	06/07/2024
SUNDLAND, AMY J	GRADE 2/CONGDON JOB SHARE WITH BONNIE BOYHTARI	09/05/2023	06/07/2024

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES
COOK, CHARLES W	HR MANAGER/UHG, 40/52WKS, $1,533WKLY, K. ELLING	06/12/2023
ROBERTSON, TRACY C	OFFICE SUPPORT SPECIALIST-SENIOR/DENFELD, 40/52WKS, $19.83/HR, G. MCNEAL	05/31/2023

NON CERT EXTENSION	POSITION	EFFECTIVE DATES	
BECK, ELIZABETH A	SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
DEGLER, HEATHER A	SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
DELACRUZ, JAMIE L	AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS	06/12/2023	06/30/2023
FOUTS, PAMELA J	SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
HORTON, AMANDA M	AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS	06/12/2023	06/30/2023
ISAACSON, KIM L	ECFE PARA/DW, NOT TO EXCEED 28 HRS		
LEE, MARY F	SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
MATTILA-SWOR, DANA P	SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
MCDEVITT, MATTHEW L	SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
MCGREW, PAULA L	OSSI CLERICAL/HEADSTART/ADMIN, NOT TO EXCEED 100 HRS	06/26/2023	08/11/2023
MILLER, SUSANNA M	AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS	06/12/2023	06/30/2023
MODER-PAUNA, LINDA D	OSSS CLERICAL/ROCKRIDGE, NOT TO EXCEED 80 HRS	07/01/2023	07/14/2023
PANFIL, ANNETTE L	OSS CLERICAL/CHESTER CREEK, NOT TO EXCEED 50 HRS	06/12/2023	06/30/2023
PELERIN, ROBIN T	SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS	06/12/2023	07/14/2023
RENNQUIST, JEAN-PAUL F	AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS	06/12/2023	06/30/2023
ROBARGE, JESSICA L	AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS	06/12/2023	06/30/2023
VEGA, NANCY G	EARLY CHILDHOOD BUSINESS MGR/ADMIN, NOT TO EXCEED 100 HRS	07/01/2023	0812/2023

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BRUCE, CARYN J	PRESCHOOL PROG PARA/STOWE	06/09/2023
CLINK, MARGARET R	SPED PROG PARA/LINCOLN PARK	06/09/2023
ERLITZ, SYDNEY J	NUTRITION SERVICE ASSISTANT/LAURA MACAURTHUR	05/16/2023
ERSPAMER, KASEY R	DIGITAL INNOVATION SPEC/TECH COORD/HOMECROFT	05/19/2023
GRENSING, GUY C	AUTOCAD TECHNITION/FACILITIES	05/30/2023
LEE, MARY F	CHILD SPECIFIC SPED PARA/CHESTER CREEK	07/14/2023
PEDERSON, KARYN A	SPED PARA/STOWE	06/09/2023
SWOR, CHERYL L	HOURLY CLERICAL/UHG	05/09/2023

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BANKS, KELLY A	MENTAL HEALTH PRACTITIONOR/MYERS-WILKINS	06/09/2023
HODER, MARJORIE K	BW SPED PARA/MYERS WILKINS	06/09/2023
MOKROS, DANIEL V	ENGINEER II/LOWELL ES	05/19/2023
SLAGLE, MARGARET E	SPED LPN PARA/EAST HS	08/25/2023

CLASSIFICATION DESCRIPTION

School Bus Driver

Title of Immediate Supervisor: Transportation Manager	**Department:** Transportation	**FLSA Status**: Non-Exempt
Accountable For (Job Titles): Bus Helpers, as assigned		**Pay Grade Assignment**: National Conference of Firemen and Oilers, Local No. 956, Pay Group 11

General Summary or Purpose Of Job:

To safely transport students to and from school and school related functions within scheduled times, maintaining proper student conduct during transport. To perform pre-trip inspections and assist with maintenance on student transport vehicles to ensure they are in safe operating condition. To provide written reports related to student transport. This job may require split shift work to cover AM and PM routes.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Safely transport students, including special needs students, along assigned school routes and on field trips; lift, carry and/or secure disabled students, as required by impairment; provide mileage reports as required.	Daily 65%
2.	Manage student conduct during transport; maintain communication with parents, principals, teachers and other District staff; provide written reports as required by District policy.	Daily 10%
3.	Check and fill vehicles fluids; maintain safety devices in good operating order; perform related pre-trip inspections; maintain cleanliness of vehicle interior and exterior; change tires and make minor repairs and adjustments, and report vehicle repair needs to appropriate personnel.	Daily 10%
4.	Assist mechanics with vehicle maintenance and repair; clean and organize shop areas. Perform a variety of custodial, clerical and repair tasks in transportation buildings, shops and other District buildings.	Varies 10%
5.	Perform a variety of custodial and grounds maintenance tasks for other departments.	As Required 5%
6.	Performs other duties of a comparable level or type.	As required

CLASSIFICATION DESCRIPTION

School Bus Driver

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

Requires a minimum of a high school diploma or GED; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Valid Minnesota CDL Class B Driver's License with passenger and school bus endorsements; first aid certification; CPR certification.

Knowledge Requirements:

Requires knowledge of:

- School bus operation and related regulations.
- School district policies related to student transport.
- Knowledge of student management methods, techniques and regulations.
- School District geographic area and road routes.
- Basic vehicle, mechanical maintenance and custodial duties.
- OSHA regulations and safe working practices relevant to job duties.
- CPR and first aid.

Skill Requirements:

Skilled in:

- School bus operation.
- Operation of various hand and power tools.
- Maintaining order and discipline of students in transit.
- Written and oral communications.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		

School Bus Driver

Sit				√
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.		√		
More than 100 lbs.		√		

General Environmental Conditions:

Work is performed under a variety of indoor and outdoor conditions. There are risks of slip and fall injuries, injuries from electrical shock, injuries from heavy lifting, injuries from moving mechanical parts, injuries from vehicle accidents and exposure to fumes, airborne particles, toxic and caustic chemicals, loud noise and vibration associated with the work.

General Physical Conditions:

Work can be generally characterized as:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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

Job Classification History:

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
June 13, 2023 Committee Meeting

6.8.23

REVENUES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET adptd 4.11.23	22-23 RECEIVED TO YEAR TO DATE	22-23 RECEIVED ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22 -23	July - Sept	July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 111,974,711.97	$ 97,535,769.45		$ 14,438,942.52
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 3,822,438.42	$ 499.50	$ 163,061.08
Transportation	3	$ 5,900,000.00	$ 6,000,551.00	$ 3,382,049.96		$ 2,618,501.04
Community Ed	4	$ 8,114,000.00	$ 8,537,210.17	$ 6,387,457.73		$ 2,149,752.44
Operating Captial	5	$ 5,462,130.31	$ 5,573,325.85	$ 8,672,605.74	$ -	$ (3,099,279.89)
Building Construction	6	$ -		$ 1,527,246.04		$ (1,527,246.04)
Debt Service Fund	7	$ 22,979,390.64	$ 24,571,442.35	$ 2,215,290.61		$ 22,356,151.74
Trust Fund	8	$ 258,575.00	$ 258,575.00			$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 822,952.67	$ -	$ 94,047.33
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 237,724.97		$ (1,718.97)
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 162,053,822.34**	**$ 124,603,535.59**	**$ - $ 499.50 $ -**	**$ 37,450,786.25**

EXPENSES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET adptd 4.11.23	22-23 EXPENSES TO YEAR TO DATE	22-23 EXPENSES ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22-23	July - Sept	July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 112,963,659.67	$ 100,722,825.23	$ 4,685,427.53	$ 7,555,406.91
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 3,928,713.57	$ 413,325.89	$ 85,307.10
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 7,774,871.17	$ 678,929.51	$ (2,277,500.68)
Community Ed	4	$ 8,658,980.50	$ 8,950,128.54	$ 6,873,308.06	$ 17,713.78	$ 2,059,106.70
Operating Captial	5	$ 8,394,018.57	$ 8,394,018.57	$ 5,793,280.07	$ 1,273,896.21	$ 1,326,842.29
Building Construction	6	$ -	$ 21,472,543.00	$ 16,158,673.45	$ 348,386.73	$ 4,965,482.82
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 26,477,299.36		$ (1,785,814.80)
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -		$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 848,584.44	$ 76,517.10	$ (1,101.54)
Student Acitivity	79	$ 414,040.00	$ 432,775.81	$ 165,245.94	$ 2,848.44	$ 264,681.43
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 188,682,256.71**	**$ 168,742,801.29**	**$ - $ 7,497,045.19 $ -**	**$ 12,442,410.23**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 103,856.56
Program 110 Admin	$ 121,949.59
Program 108 Tech	$ 5,517,487.98
Program 203 Elem	$ 1,681,933.14
Program 211 Secondary	$ 1,214,756.82
Program 640 Staff Dev	$ 16,031.41
Program 805 Operations	$ 86,592.41
Program 760 Transportation	$ 253,476.47
Program 740 Pupil Engage	$ 16,535.12
	$ 9,012,619.50

Fund 06 Build construction: Program 870	Expenses
debt serv payment/prof serv course 000/000	$ 1,070,697.65
admin owner pymnt course 800	$ 12,746.23
admin design serv course 801	$ 168,410.36
admin constru mngmt course 802	$ 203,621.83
admin commissions course 803	$ 30,886.19
interior surf constr costs course 804	$ 14,450,042.53
admin site services 805	$ 296,969.11
long term lease 806	$ 825.00
	$ 16,234,198.90

Ex Curricular		Fund 01
Program 298	Revenue	$ 464,459.50
Program 298	Expense	$ 547,922.14

Fundraisers Reported
May 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Districtwide	Unity in Our Community Event	$2,000.00	Funds will be used for Unity in Our Community t-shirts, backpack giveaways, etc., related to the Unity in Our Community annual event
Denfeld HS	Cheer Team	$300.00	Chipotle Portion of Sales Fundraiser
Zeitgeist	Field Trip	$2,244.00	Cash donations $25-50 dollars
Lester Park ES	Schoolwide	$26.70	Box Tops
Denfeld HS	Cheer Team	$800.00	We would like to host a cheerleading camp for grades 1-8
Denfeld HS	Cheer Team	$3,000.00	We would like to send out sponsorship forms to local businesses and include their logo on the back of our t-shirts

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, 2841 Karl Ave, Duluth MN 55811, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** Bid-1269 - Vending Services per specifications and the response provided to the Bid.

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

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

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

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

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

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

5.. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to On Site Enterprises, 2841 Karl Ave, Duluth MN 55811.

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

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

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

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

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1269 specifications.

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number 41-1943656	Date 6/2/23
Program Director		Date 6/5/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date 6/5/23

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Duluth Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

May 25, 2023

Urban Companies, LLC
3781 Labore Road
St. Paul, MN 55110

RE: Bid #1320-Congdon School Field Improvements

Dear Mr. Urban:

Attached please find a copy of the Agreement between ISD #709 and Urban Companies, LLC for the above referenced project. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **June 5, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by June 5, 2023 (please email to kimberly.ledoux@isd709.org):

- **Insurance Certificate** - ISD #709 must be named as Certificate Holder and Additional Insured on the Policy
- **Payment and Performance Bond**

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Consent of Surety to Final Payment**
- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: 850A2A1F-1F66-4789-94AF-0CA00F3ED0F0

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Urban Companies LLC, 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 upon full execution of this agreement and all requirements and shall remain in effect until October 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Bid #1320 Congdon School Field Improvements**. This contract award is for the sum of $225,000.00.
This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Bid #1320 Bid Tabulation;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Payment and Performance Bond;
7. Contractor's Affidavit; and
8. Any other documents identified by the 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 and expenses in performing said obligations for the lump sum of $225,000. 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: Bryan Brown, 713 Porcha Johnson Drive Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Urban Companies, LLC 3781 Labore Road, St. Paul, MN 55110.

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.

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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.

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19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

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

ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Bryan Brown	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.

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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.

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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:
Greg Urban
C5FD1975F5D740D...

202564286

5/25/2023

Urban Companies, LLC | SSN/Tax ID Number | Date

DocuSigned by:
Bryan Brown
CB673DB8A3124D1...

5/30/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	435	865	384	350	000

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

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

DocuSigned by:
Jill Lofald
14621F021B984ED...

5/25/2023

CFO / Superintendent of Schools / **Board Chair** | Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, hereinafter called "Duluth Y."

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

Lowell ElementarySchool
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

Addendum 1 - Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by

ISD 709 policy regarding background checks. Duluth Y 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 Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget (Other Contracted Services Fund 305). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The District Community Education Coordinator will review and sign off on all invoices prior to reimbursement.

Addendum 2 Projected Budget.

At the end of the fiscal year for the District - June 30, 2024 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District.

Duluth Y 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. Invoices will be submitted to the District on a monthly basis.
b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y.
c. Final payment after programs are audited will occur no later than September 15, 2024.
d. Any other terms of payment in the performance of services are incorporated by reference in the Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed the Duluth Y for any expense claimed by the Duluth Y 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 the Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by the Duluth Y 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 the Duluth Y has provided, prepared, or utilized

in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Indemnification.** The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

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

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

11. **Assignment.** Neither party shall 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 other party.

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 (60) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** The Duluth Y 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.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: The Duluth Y 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: The Duluth Y 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	41-0693931 SSN/Tax ID Number	5/23/23 Date
Program Director		5/24/2023 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

Addendum 1 - Staffing Design Model

ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

Addendum 2 - Projected Budget

Object Description	Code	KeyZone	

		FY 2023 Budget	FY 2024 Budget proposed
Fees from Patrons		1,249,256.54	1,600,000.00
Misc Revenue Local		2,000.00	2,044.00
Total Revenues		1,251,256.54	1,602,044.00
Course 272			
LIC SAL-HRLY, CLASSRM SUPPORT	143	0.00	0.00
NON-LIC SAL,INSTR SUPPORT	144	40,000.00	40,880.00
NONINSTR SUPPORT SALARY	170	169,600.00	60,000.00
STIPEND SALARY-LICENSED/CERT	185	0.00	0.00
OVERTIME,SHIFT DIFFERENTIAL	186	18,100.00	0.00
SEVERANCE PAY	191	0.00	0.00
Subtotal		227,700.00	100,880.00
FICA/MEDICARE	210	16,800.00	7,717.00
PERA	214	16,600.00	8,958.00
CERTIFIED STAFF RETIREMENT	218	0.00	0.00
HEALTH INSURANCE PRIMARY	220	50,400.00	25,000.00
LIFE INSURANCE	230	600.00	613.20
DENTAL INSURANCE	235	1,500.00	1,533.00
LONG TERM DISABILITY INSURANCE	240	400.00	408.80
HRA HLTH REIMB ARRANGEMENT	251	11,500.00	4,500.00
WORKERS COMPENSATION	270	200.00	204.40
UNEMPLOYMENT COMPENSATION	280	100.00	102.20
OTHER EMPLOYEE BENEFITS	299	0.00	0.00
Subtotal		98,100.00	49,036.60
OTHER CONTRACTED SERVICES	305	1,000,500.00	1,130,000.00
COMMUNIC SVCS-PHONE, I-NET	320	0.00	0.00
TRANSPORTATION CHRGBACKS	365	8,500.00	8,687.00
TRAVEL/MILEAGE	366	1,700.00	1,737.40
ENTRY FEES/STUDENT TRAVEL	369	0.00	0.00
RENTALS & LEASES-EQUIPMENT	370	0.00	0.00
FEES-TUIT,ADMISSION,STUDENT	394	1,600.00	1,635.20
PRINTING CHARGEBACK	398	800.00	817.60
GENERAL SUPPLIES	401	1,700.00	1,737.40
CLASSROOM SUPPLIES	430	20,600.00	21,053.20

FOOD	490	29,700.00	30,353.40
TECHNOLOGY EQUIPMENT	555	0.00	0.00
MISC-TO BE REALLOCATED	899	0.00	0.00
Subtotal		1,065,100.00	1,196,021.20
Expense Totals		1,390,900.00	1,345,937.80
Net Profit/(Loss)		-139,643.46	256,106.20

ICS ISD 709 Duluth Public Schools	**ISD #709** **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report May 2023
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Public Roadway/DSC/Transportation project construction progress:
  - The finishes punchlist has occurred on the 2nd floor for the District Services Center.
  - Exterior metal siding has commenced.
  - 1st floor Interior ceiling grid and tile has been completed at the DSC building.
  - Guardrails have been installed at main staircase.
  - Drywall installation continued at the DSC building.
    - Drywall on 1st floor has been completed, painting in progress.
  - Elevator wood paneling installation was completed.
  - 1st level casework installation is completed at the DSC building.
  - Light panel installation in ceiling grid continued at the DSC building, in misc. areas.
  - 1st floor carpet tile installation is ongoing.
  - The framing for the lobby accent paneling at the DSC is completed, the paneling will be installing the month of June.
  - Continued in-wall device installation at Transportation building.
  - Interior glazing has been completed at the Transportation building.
  - Lighting installation ongoing at the Bus Garage.
  - Continued final grade at Portia Johnson.
  - Continued grading for upcoming asphalt at the parking lots.
  - Curb and gutter is ongoing.

- Demolition of Central High School:
  - Final clean-up and grading ongoing.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
  a. DSC/Transportation/Roadways:
     i. Painting to be completed throughout.
     ii. Lighting installation to be completed at the DSC building.
     iii. Guardrail staining to be completed.
     iv. 1st level finishing floor to be completed.
     v. Ceiling grid to be completed throughout at the DSC building.
        1. Ceiling tile installation to be completed on 1st level.
     vi. Floor finishes to be completed throughout at DSC building.

vii. Mechanical startups to commence at DSC & Transportation buildings.
viii. Sitework to continue throughout.
ix. Wall painting to continue in readied areas at the Transportation building.
x. Bus Garage lighting installation to be completed.
xi. The remaining punchlist to be coordinated and issued.
xii. Continue final grade at Portia Johnson.

b. Demolition of Central High School:
   i. Final clean-up and grading to continue.

ISD 709 Duluth Public Schools
ICS

Printed on Fri Jun 9, 2023 at 02:34 pm CDT
87
Job #: S20120C ISD #709 -DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811

Description

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Description

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Description

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06/01/2023 at 04:28 pm	Jason Johnson

Upload Date	File Name
06/01/2023 at 04:32 pm	1EB9244B-3DEB-4C43-BE4F-8F8F...

Expenditure Contracts Signed
May 2023

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

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

**** Contract is paid via monies from:**
DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)
DU = Department Unrestricted (General Fund)
G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)
SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	**Amount***	**Contract Source****	**Description**
Hunt Electric Corporation	$5,600.00	Facilities (DU)	Quote #4383 Annual Service & Maintenance of Emergency Generators
TK Elevator Corporation	$76,800.00	Facilities (DU/DR)	Bid #1313 District-Wide Elevator Inspection and Services
Marshall School	$26,000.00*	Special Services (DR)	Non-public nursing services by a licensed school nurse
Residential Services Inc.	$1,080.00*	Special Services (DR)	Addendum to increase service days offered to a student for direct support professional services and special education professional duties
State of Minnesota	$175.00	Special Services (DU)	Provide team members to administer and rate the interviews for sign language candidates ($175.00/person)
Lakewood Little Lynx Preschool	$280.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Young Minds Learning Center	$585.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Young Minds Learning Center	$585.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool LLC	$530.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Center for Educational Leadership	$72,740.00*	TLE (DR)	The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes
Seesaw	$21,756.00*	TLE (DR)	Virtual interactive learning platform for PreK-5 (renewal for FY24)
Gwen Stabe	$2,560.00*	Early Childhood (DR)	Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures
Jeremy Wilson	$150.00*	Early Childhood (DR)	Drumming, teaching Powwow dances, performing for 5/30/23 end of the year celebration at Lowell ES
BARR Secondary School	$17,500.00*	Denfeld HS (DR)	Building Assets, Reducing Risks — is a strengths-based model that provides more than 170 schools with a comprehensive approach to meeting the academic, social, and emotional needs of all students
Next Request	$10,788.00*	Business Services (DU)	All-in-one platform for managing data requests
Leanna Hudson	$22,000.00*	Federal Programs (DR)	Connecting ISD 709 Families in Transition program coord. to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support
International Friendship Through the Performing Arts	$5,000.00*	Office of Education Equity (DR)	Five workshops and one performance with ISD 709 students
Eben Phillips	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Shannon Redbrook	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Karen TeHennepe	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Kathy Nelson	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES

Brooke Nelson	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Takeesha Coon	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Scott Yeazle	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Kyra Gustafson	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Caitlin Dewlen	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Zach Hallett	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
John Masters	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Salaam Witherspoon	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Amber Lightfeather	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Caitlin Smith	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Classie Dudley	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Helen Davis	$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 23, 2023

Hunt Electric Corporation
Attn: Rick Johnson
4330 West 1st Street, Suite B
Duluth, MN 55718

RE: Quote #4383 Annual Service & Maintenance of Emergency Generators

Dear Mr. Johnson:

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

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

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

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:
  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

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

Prior to final payment, the following is required:

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

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: 21F6F688-A8B3-4FC5-9C7D-B111E80974D5

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Perform all work as specified in **QUOTE #4383 Annual Service and Maintenance of Emergency Generators** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $5,600.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4383 response;
3. Quote #4383;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

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

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expenses in performing said obligations at an annual rate of approximately $5,600.00 based upon service rates as defined in Contractor's bid.

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 21F6F688-A8B3-4FC5-9C7D-B111E80974D5

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 Hunt Electric Corporation, 4330 West 1st Street, Suite B, Duluth, MN 55718.

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

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

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

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

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

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

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

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

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

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

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

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

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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:

ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:
John Axelson
B96A5E93C7B1437...

41-0888550

5/4/2023

Hunt Electric Corporation Signature | SSN/Tax ID Number | Date

DocuSigned by:
Theresa Severance
71EC91249687423...

3/23/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	015	810	000	350	000

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

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

DocuSigned by:
Simone Bunich
6B4692F1461A4BB...

4/12/2023

CFO / Superintendent of Schools / Board Chair | Date

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Duluth Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 23, 2023

Hunt Electric Corporation
Attn: Rick Johnson
4330 West 1st Street, Suite B
Duluth, MN 55718

RE: Quote #4383 Annual Service & Maintenance of Emergency Generators

Dear Mr. Johnson:

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

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

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

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:
  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

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

Prior to final payment, the following is required:

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

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

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AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Perform all work as specified in **QUOTE #4383 Annual Service and Maintenance of Emergency Generators** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $5,600.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4383 response;
3. Quote #4383;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

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

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expenses in performing said obligations at an annual rate of approximately $5,600.00 based upon service rates as defined in Contractor's bid.

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

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

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

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

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

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

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

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

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

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

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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 Hunt Electric Corporation, 4330 West 1st Street, Suite B, Duluth, MN 55718.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

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

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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:
John Axelson
B85A5E93C7B1437...

41-0888550

5/4/2023

Hunt Electric Corporation Signature | SSN/Tax ID Number | Date

DocuSigned by:
Theresa Severance
71EC91249687423...

3/23/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	015	810	000	350	000

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

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

DocuSigned by:
Simone Bunich
9B4602F1461A4BB...

4/12/2023

CFO / Superintendent of Schools / Board Chair | Date

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 23, 2023

TK Elevator Corporation
Attn: Mark Anderson
4511 West First Street, Suite 2
Duluth, MN 55807

RE: Bid #1313 District-Wide Elevator Inspection and Services

Dear Mr. Anderson:

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

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

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

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:
  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

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

Prior to final payment, the following is required:

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

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

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AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Perform all work as specified in **BID #1313 Annual Elevator Service** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $42,356.25. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's BID #1313 response;
3. BID #1313;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

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

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expenses in performing said obligations at an annual rate of approximately $76,800.00 based upon service rates as defined in Contractor's bid.

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

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

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

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

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

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

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

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

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

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

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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 TK Elevator, 4511 W First Street, Suite 2, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

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

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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:

ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

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

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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:
Annette Filla
82E8EC88FE42476...

62-1211267

5/16/2023

TK Elevator. Signature | SSN/Tax ID Number | Date

DocuSigned by:
Theresa Severance
71EC91249687423

4/19/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/369	350	000

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

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

DocuSigned by:
Simone Zunich
9B4502E1461A4B8...

4/10/2023

CFO / Superintendent of Schools / Board Chair | Date

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TK Elevator Corporation

Re: Independent School District – Duluth Schools 709
SSC23095H4RKL AND 7993119

AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall TK Elevator Corporation (hereinafter referred to as "Contractor") be liable for any consequential, incidental, exemplary, special damages, and/or liquidated damages.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Annual Elevator Service Agreement dated July 1, 2023.

Agreement Between District and Contractor

6. Amend so any setoff must be agreed to in writing by both parties prior to becoming effective and be limited to this agreement.

7. Amend so any "work product" furnished to District by Contractor which Contractor reasonably deems proprietary in nature or otherwise essential to Contractor's business operations shall not be considered "works made for hire". Contractor hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Contractor's rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to District.

9. Amend so Contractor's obligations to indemnify, defend and hold harmless shall be limited to Contractor's own acts and actions, and shall in no way include for the acts, actions, omissions, or neglects of a party indemnified hereunder, or for bare allegations.

16. Amend so only in the event of nonperformance on behalf of Contractor, the District may terminate this Agreement with thirty (30) day written notice, provided, however, Contractor is afforded thirty (30) days to remedy any alleged nonperformance. Contractor must be notified in writing of specific nonperformance. Amend so upon the termination and/or expiration of this Agreement, the guarantee will be null and void.

18. Amend so the required parties shall be added to Contractor's general liability insurance policy as an additional insured. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

19. Amend so bonds, if requested in writing, shall be an add based on one percent (1.5%) of the contract value per annum, to be paid by District.

22. Amend to delete any reference to arbitration. Amend so Contractor retains all rights and remedies granted to it by operation of law, or in equity.

Independent School District 709		**TK Elevator Corporation**	
Signature & Date:	DocuSigned by: Simone Zunich 4/19/2023	Signature & Date:	DocuSigned by: Theresa Severance 4/19/2023
Name & Title:	Simone Zunich Executive Dir Bs Services	Name & Title:	Annette Fella, Contract Analyst
	Theresa Severance Exec Director of Human Resources and Operations		

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Non-public Nursing Services by a Licensed School Nurse*

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 $26,000.00 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: Special Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1215 Rice Lake Rd., Duluth, MN

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.

M Herold	41-0765672	6/5/23
Contractor Signature	SSN/Tax ID Number	Date
Jason Cram		5/30/23
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	002	590	350	305	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

Jennine Zunich	5.31.23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

CONTRACT ADDENDUM 2

THIS CONTRACT ADDENDUM dated this 30th day of May, 2023

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

RESIDENTIAL SERVICES, INC.

OF THE SECOND PART

Background:

A. Independent School District No. 709 and RESIDENTIAL SERVICES, INC (the "Parties") entered into the contract (the "Contract") dated April 19, 2023, for the purpose of Direct Support Professional (DSP) services and special education professional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted]

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. Date of Service. Original date of service April 19, 2023.
    This amendment would change the original date of service to March 28, 2023.

    b. The Contract Days: Original contract days not to exceed 36 days and 5 days per week, 3 hours per day.
    This amendment would increase the contract days not to exceed 47 days and 5 days per week, 3 hours per day.

    c. Reimbursement. Original reimbursement was not to exceed $3,240.00.
    This amendment would increase the not to exceed amount to $4,230.00.

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.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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 or EIN	Date
Jason Clare		5-31-23
Program Director		Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (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.

01	E	005	416	419	303	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

Irvine Zunich
CFO/Superintendent of Schools/Board Chair

6.5.23
Date

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, 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 ***April 19, 2023*** and shall not extend beyond ***June 8, 2023,*** the contract not to exceed ***36 days*** and ***5 days per week, 3 hours per day.*** The district agrees to reimburse Residential Services Inc. **$30.00 per hour** for a sum not to exceed ***$3,240.00*** 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

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X 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)*

X 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)

XX Services to be provided in the student's remote learning setting.

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: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of April 19, 2023 and shall remain in effect until June 8, 2023, 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.

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: _____

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: _____ Signed: _____

Title: Director Special Services Title: Exec. Dir. of Finance, Business Services

Date: 4/17/23 Date: 4/19/23

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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MINNESOTA

State of Minnesota

Income Contract

SWIFT Contract Number:_____

This Contract is between the State of Minnesota, acting through the Minnesota State Academies ("State") and Duluth Public Schools ISD 709 whose designated business address 4316 Rice Lake Rd Suite 108 Duluth, MN 55811 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 125.71 the State is empowered to enter into income contracts.

2. The Purchaser is in need of Sign Language interview and rating services for candidates seeking their Bilingual Seals. At this time, the number of candidates to be interviewed is 1. However, this number may change, if mutually agreed upon between both parties.

3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. May 20 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. May 24, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- Provide team members to administer and rate the interviews for sign language candidates, whether it be virtual/in-person.
- Provide a Coordinator to schedule the dates & times for the interviews and ratings.
- The coordinator will provide a written (email) report to candidates after completion of the interview & rating.

Budget Code: 01E 005 400 000 370 000

DocuSign Envelope ID: 8D1D46E5-2E4C-4E71-9E6A-20FCA903BE4A

- The coordinator will provide team members' hours to the Fiscal Services office for billing purposes.

- The coordinator will prepare and submit summary reports of the ratings to the Minnesota State Academies Administrative staff and the Minnesota Department of Education staff, if applicable.

3. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

The Purchaser will pay the State $ 175.00 for each completed interview and rating.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is $ 175 one hundred seventy-five dollars plus costs for any additional candidate interviews & ratings, if mutually agreed upon between both parties.

4. Authorized Representative

The State's Authorized Representative with Delegated Authority is Amber Miller, Fiscal Services Director, amber.miller@msa.state.mn.us 507-384-6605, or his/her successor or delegate.

The State's Sign Language Specialist Coordinator is Laura SkyQuest laura.skyquest@msa.state.mn.us VP 507-412-5177 or his/her successor.

The State's Contract Coordinator is Patty Rux patty.rux@msa.state.mn.us 507-384-6606 or his/her successor.

The State's Accounts Receivable is Sara Vollbrecht, sara.vollbrecht@msa.state.mn.us 507-384-6608 or his/her successor.

The Purchaser's Authorized Representative is Simone Zunich, Finance Manager, simone.zunich@isd709.org or his/her successor.

The Purchaser's Administrative Assistant is Wendy Braun wendy.braun@isd709.org or his/her successor.

If any of the Purchaser's Authorized Representatives information changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed, and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

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5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

7. **Government Data Practices.**

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

8. **Publicity and Endorsement.**

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon written notice to the other party.

1. Purchaser

Print Name: Simone Zunich DocuSigned by:

Signature: Simone Zunich 542B3201FC46467...

Title: Exec Director Bs Services Date: 5/3/2023

SWIFT Contract No. _____

2. State Agency

With delegated authority

Print Name: Amber Miller DocuSigned by:

Signature: Amber M Miller 864D5F1C1EB4450...

Title: Finance Director Date: 5/3/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: PaZong Thao DocuSigned by:

Signature: PaZong Thao 3A7047BB1B5340E...

Title: Contracts Specialist Date: 5/5/2023

Admin ID: 82192

DocuSign Envelope ID: 8D1D46E5-2E4C-4E71-9E6A-20FCA903BE4A

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

16A.15-16C.05 Reporting Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of MN St Academies Division of _____

SWIFT Contract # _____ Vendor Name Duluth Public School # 709

Select ONE (1) of the following:

- (●) Professional/Technical Contract – Submit Two (2) Fully Executed Paper Copies with the contract to OSP
- ( ) Professional/Technical Delegated – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ( ) Professional/Technical Annual Plans – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ( ) Acquisitions (Goods and General Services) – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ( ) Grants – Submit an Executed Electronic Copy to Procurement.User@state.mn.us

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION
(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of 5-1-23 and **will not begin until this contract is fully executed.**

Person Responsible: Patty Rux Date: 5-1-23

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount $ _____ Obligation Date: _____(when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

_____ Date: _____
(1) Person Responsible (Printed Name and Signature)

_____ Date: _____
(3) Agency Head or Formal Delegate

_____ Date: _____
(2) Agency Accounting Director

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2023 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is May 9, 2023 and shall not extend beyond June 8, 2023; the contract not to exceed a total of 18 Days (attending 4 days per week. The District will pay 4 days per week @ $280.00 per month).

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $280.00 per month and $280.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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
Elvia Burns	27-2595031	5/12/2023

Program Director	Date
Jason Crane	5/8/23

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:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date
	5/9/23

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Young Minds Learning Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 1, 2023 and shall remain in effect until May 31, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 1115 N. Lake Avenue, Duluth, MN 55806.

The approximate date the service will begin is May 1, 2023 and shall not extend beyond May, 31, 2023; the contract not to exceed a total of 14 Days (attending 3 days per week. The District will pay 3 days per week @ $117.00 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 $117.00 per week and $585.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Young Minds Learning Center at 1115 N. Lake Avenue, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jessi Dalton 87-3801943 5-15-23

Contractor Signature SSN Tax ID Number Date

Jason Cramer 5/18/23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Young Minds Learning Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 4, 2023 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 1115 N. Lake Avenue, Duluth, MN 55806.

The approximate date the service will begin is May 4, 2023 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 14 Days (attending 3 days per week. The District will pay 3 days per week @ $117.00 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 $117.00 per week and $585.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Young Minds Learning Center at 1115 N. Lake Avenue, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jessi Delton — 87-3809143 — 5-15-23

Contractor Signature — SSN/Tax ID Number — Date

Jason Crane — 5/26/23

Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

J 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

5/19/23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, 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 April 19, 2023 and shall remain in effect until June 7, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is April 19, 2023 and shall not extend beyond June 7, 2023; the contract not to exceed a total of 14 Days (attending 2 days per week. The District will pay 2 days per week @ $320.00 per month).

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $320.00 per month and $530.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool LLC at 3727 W. Arrowhead Road, Duluth, MN 55811.

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

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

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

14. **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.

Meghan Mann — 46-3592053 — 5/9/23

Contractor Signature — SSN/Tax ID Number — Date

Jason Crane — 5-01-23

Program Director — Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 5/1/23

Date

AGREEMENT TO PROVIDE SERVICES

On this **17th day** of **May 2023**, **the Center for Educational Leadership** (CONSULTANT) and **Duluth Public Schools** (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) **see attached scope of services.**
2. Consideration and Conditions of Payment:
   a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT **Seventy-two thousand seven hundred forty dollars ($72,740).**
   b. Payments shall be made by the DISTRICT within 30 days of date of invoice upon presentation of an invoice by the CONSULTANT.
   c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
   d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective **July 1, 2023**, and shall terminate on **June 30, 2024.**
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
   a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
   b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
   c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by Mindy Dotson
DN: cn=Mindy Dotson, o=Center for Educational Leadership, ou, email=mjdotson@uw.edu, c=US
Date: 2023.05.18 09:48:18 -07'00'

Consultant Signature Date

Simone Zunich 5.19.23

Superintendent/Administrator Signature Date

Center for Educational Leadership
Consultant Name (Please print)

Simone Zunich
Superintendent/Administrator Name (Please print)

Center for Educational Leadership
Campus Box 358731
Seattle, WA 98195
206-221-6881

91-6001537
Federal Tax ID Number

Budget Code 01 E 005 030 160 304 012

Please note
In order to be given priority for scheduling and staffing:
- Contracts should be returned within 30 days
- Dates for work should be scheduled within three weeks from contract execution and return

CENTER for EDUCATIONAL LEADERSHIP

UNIVERSITY OF WASHINGTON · COLLEGE OF EDUCATION

Duluth Public Schools - Instructional Leadership Academy

Anthony Bonds
anthony.bonds@isd709.org

Proposal created: May 1, 2023
For services effective: July 1, 2023
Proposal shared by: Lisa Rooney
rooneyl@uw.edu

Overview

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Duluth Public Schools' goals, CEL proposes to support Duluth Public Schools in the 2023-24 school year to further develop equity-centered, learning-focused leaders who make students happy, proud and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our Instructional Leadership Academy, your professional learning experience will focus on developing the knowledge, mindsets and skills for improved equity-driven, instructional leadership.

The academy follows from CEL's theory of action that student social, emotional and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments and student learning.

Partnership outcomes

Participants will develop:

- Nonjudgmental methods for observing and analyzing instruction, including improved ability to discern inequities in student learning
- A broader, deeper culture of public practice that uses qualitative data to understand how students experience instruction
- Transformative skills in providing strengths-based, evidence-driven feedback as a tool to grow practice
- Strategies to support teacher learning by understanding the current state of teachers' learning culture
- A collaborative professional learning community with shared language and vision for equity, student learning and high-quality instruction

We outline our fees and approach below.

Description

Activity: Whole group learning institutes
5 days: *1 group for 5 days with 1 CEL facilitator*

- A two-day opening institute focusing on key concepts of instructional leadership along with key practices, including observation and analysis, to strengthen the connections between understanding how students experience instruction and equity
- A one-day mid-program institute in which participants share their learning and reinforce key skills, with a focus on effective feedback
- A two-day final institute focusing on designing more strategic teacher learning, including the role of targeted feedback, to improve the quality of teaching and learning

Activity: Cohort Learning Walkthroughs
8 days: *4 learning walkthrough sessions for each of 2 cohorts with 1 CEL facilitator*
School-based opportunities for cohorts of leaders to develop:

- a shared vision for an equitable student learning environment and high-quality teaching by using the 5 Dimensions of Teaching and Learning framework and students of focus
- habits of thinking for instructional leadership, with a focus on removing judgment and bias from data collection and staying grounded in evidence
- skills for observing how students experience instruction
- a strength-based stance for communicating evidence of learning, student learning experiences and teaching practice

Activity: Central Office Coaching
1 day: *2 half-days (8 hours) of virtual coaching*
Coaching support for central office leaders to ensure application and sustainability of learning.

Measures of Instructional Leadership Expertise (MILE™) Assessments
$345 per participant

An online instructional leadership proficiency assessment that identifies participants' baseline strengths and areas for growth.
Within an agreed-upon two-week assessment window, participants will take the MILE assessment, an online assessment providing independent measures of a leader's expertise in observation and analysis, providing feedback to teachers, leading professional learning and one crosscutting skill of adopting an inquiry stance in their leadership.

CEL will provide:
· Individual reports to each participant
· Group report and individual data to the district
· A presentation of results

Please note that the MILE assessment has a separate contracting, registration process and timeline, and that it will be invoiced upon agreement through CoMotion at the University of Washington.

Budget Proposal

Professional Learning	Description	Days (or quantity)	Total
Instructional Leadership Academy	Whole group and embedded learning sessions	13	$57,200.00
Materials: Walkthrough Basics		30	$900.00
Materials: Supporting Teacher Learning		30	$540.00
MILE	Performance assessment included here though requires separate agreement	30	$10,350.00
Central Office Coaching	Half-day blocks for coaching and support	2	$3,750.00
	Total		**$72,740.00**

Seesaw

Company Address	548 Market St. PMB 98963 San Francisco, CA 94104 United States

Please send any billing questions to ar@seesaw.me

Bill To Name	Duluth Independent School District 709
Created Date	4/26/2023
Expiration Date	8/26/2023
Quote Number	00057954

Contract Summary

Contract Start Date	9/1/2023
# of Students	3,700.00
Total Price	USD 21,756.00
Tax	USD 0.00
Grand Total	USD 21,756.00

Contract End Date 8/31/2024

For non-US customers only:

Do you have a VAT/GST registration number or equivalent?

_____

If yes, enter registration number here: _____

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw - District	3,700.00	USD 6.48	USD 23,976.00	9/1/2023
Volume Discount (2,500 - 4,999)	3,700.00	USD -0.60	USD -2,220.00	9/1/2023

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Mike Bobbe

Email: john.bobbe@isd709.org

Title: Digital Innovation Specialists

Phone: 218-336-8711

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Mike Bobbe

Email: john.bobbe@isd709.org

Title: Digital Inovation Specialistd_ti

Phone: \218-336-8711\

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: same as above

Email: _____

Title: _____

Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: AP Vendor

Email: ap.vendor@isd709.org

Title: _____

Phone: _____

School Address

Address: 4316 Rice Lake Road

City: Duluth

State: MN

Zip / Post Code: 55811

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at https://web.seesaw.me/msa unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Simone Zunich

Date: 5.25.23

Company: Duluth Public Schools

Title: Exec. Dir. Finance, Business

Email: simone.zunich@isd709.orgil

PO Number (if required):

Accepted By:

Seesaw Signature

Name:

Company:

Accepted By:

Date:

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Gwen Stabe, 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 May 8, 2023 and shall remain in effect until June 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures.*

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 $2560 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: Duluth Preschool , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 212 Oak Bend Road Duluth, MN 55811.

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

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

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

14. **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 5-8-23
Sherry Williams Program Director		5-8-23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	303	152
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 5/12/23

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of May , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, 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 May 28, 2023 and shall remain in effect until June 2, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Jeremy Wilson will be bringing a drum, teaching Powwow dances, and performing for the May 30th 2023 Oshki-inwewin end of the year event at Lowell Elementary.*

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 $150 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: Duluth Preschool , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 111 Morley Parkway Duluth, MN 55803.

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.

[redacted] 05-30-23

Contractor Signature SSN/Tax ID Number Date

6.5.23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6.5.23

Date

DocuSign Envelope ID: CB7F8121-45F3-4FC0-8218-BCF40E3A98AD

BARR SECONDARY SCHOOL
THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT ("Agreement") is made and entered into as of May 11, 2023, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 ("BARR Center") and **Duluth Public Schools,** a district, with an address of **4316 Rice Lake Road, Suite 108, Duluth, MN 55811** ("CLIENT").

RECITALS

A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).

B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfield High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). BARR Center shall perform the services ("Services") and provide BARR Implementation Resources ("BARR Implementation Resources") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources ("BARR Implementation Resources") through an on-demand platform (the "On Demand Platform").

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

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CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

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or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. **No Payment.** No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

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6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

   i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than $2,000,000 each occurrence and $4,000,000 annual aggregate.

   ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

   iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than $1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

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discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

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18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:
Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Simone Zunich, Finance Manager
Address: 4316 Rice Lake Road, Suite 108, Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number (if applicable):

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity.

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22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

DocuSigned by:
Angela Jerabek
17BB1B31B1884F0...
Angela Jerabek
Executive Director

05/11/2023
Date

CLIENT

Simone Zunich
Name: Simone Zunich
Title: Exec. Dir. Finance, Business

May 11, 2023
Date

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EXHIBIT A

BARR THRIVE for Secondary Model Implementation Resources and Services Provided

One Year:

- Coaching:
  - One (1) on-site coaching visit with follow-up reports
  - Twice a month virtual coaching calls with school's BARR Coordinator
  - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual Implementation Training
- Annual Report
  - Annual implementation summary
  - Report on student outcomes
  - Annual survey of teacher perceptions
  - Annual survey of student perceptions
- BARR Educator Network membership and benefits including:
  - BARR Coordinators' Professional Learning Community peer-sharing webinars
  - BARR Administrators' Professional Learning Community peer-sharing webinars
  - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
  - BARR Secondary Model Implementation Manual
  - I-Time Curriculum, Volumes 1-3
  - Tools including guidelines, templates, videos, agendas, rubrics, and forms

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EXHIBIT B

Terms of Use
for
On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

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platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

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EXHIBIT C

Thrive term of liability for single school

School year: July 1, 2023 – June 30, 2024

Subscription Fee Breakdown

Description of Service		Price/school
BARR First Year Implementation Services		$11,250
BARR Publishing Annual Services		$3,750
Total BARR System Services		**$15,000**
BARR Service Delivery Fee		$2,500
	Total Cost Year 1	**$17,500**

Budget Code
01 E 215 211 317 305 000

Created Date: May 4, 2023

NextRequest for Duluth Public School District, MN

What do I get with NextRequest?

An all-in-one platform for managing records requests across your entire agency. It's an annual subscription and includes:

- Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, andRegular Product Improvements and Feature Updates

Security?

We protect your information using:

- SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security

Technical Requirements?

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	**Duluth Public School District, MN**	Start Date	**5/15/2023**
Account URL(s)*	**duluthpublicschoolsmn.nextrequest.com** ***Account URL cannot be altered once created***	Invoice Date	**5/8/2023; 7/1/2023**
Primary Contact Name	**Brett Mensing**	Renewal Date	**7/1/2024**
Email and Phone	**brett.mensing@isd709.org 218.336.8704**		
Address	**4316 Rice Lake Rd, Duluth, MN, 55811**		

Service Agreement: Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest, LLC, with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at https://www.nextrequest.com/terms-conditions and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals: Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Term 1: 5/15/2023 - 6/30/2023, invoiced 5/8/2023	Price	QTY	Subtotal
NextRequest Standard License *(monthly pricing, billed annually)* Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage **Core Features:** Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking **Payments:** Invoicing and Online Payments (**Approved payment processors*) **Review and Redaction Features:** Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) **IT & Compliance Features:** Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	$899.00	1.5	$1,348.50
Existing Customer Incentive (one-time) 1.5 month credit	-$899.00	1.5	-$1,348.50
Standard Set Up & Onboarding **(one-time)** Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles, and Service Level Agreement	$1,500.00	1	$1,500.00
		Total	**$1,500.00**

***Pricing is Valid for 60 Days from the Current Date**

Term 2: 7/1/2023 - 6/30/2024, invoiced 7/1/2023	Price	QTY	Subtotal
NextRequest Standard License *(monthly pricing, billed annually)* Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage **Core Features:** Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking **Payments:** Invoicing and Online Payments (**Approved payment processors*) **Review and Redaction Features:** Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) **IT & Compliance Features:** Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	$899.00	12	$10,788.00
		Total	**$10,788.00**

NextRequest
POWERED BY CIVICPLUS

Duluth Public School District, MN	NextRequest, LLC
Signature: Simone Zunich	Signature:
Name & Title: Simone Zunich Exec. Dir. Finance, Business	Name & Title: Robert Sydnor, CTrO and Business Operations
Date: 5.4.23	Date: 5/5/2023

Accounts Payable Info

Name: Teresa Peterson	Phone: 218 336 8704 x1003
Email: ap.vendor@isd709.org	Will issue PO? Yes: X ☐ No: ☐

Download our W-9 at: nextrequest.com/w-9 *(password: foiasoftware)*

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, 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 August 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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 $32 hourly and 22,000 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: Lisa Larson, 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 1545 Torgenson Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

LeAnna Hudson [redacted] 5-18-23

Contractor Signature SSN/Tax ID Number Date

Jane Shulda 5-22-23

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	216	401	303	637
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

Simone Zunich 5/8/23

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

← Cultural Day - Lowe...

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day May of , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and INTERNATIONAL FRIENDSHIP THROUGH THE PERFORMING ARTS, 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 May 5th, 2023 and shall remain in effect until May 5th, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *5 WORKSHOPS, 1 PERFORMANCE*

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 contract until the results of the criminal background check(s) are on file.

Edit with the Docs app

Make tweaks, leave comments, and share with others to edit at the same time.

NO THANKS GET THE APP

ound checks for their business needs, Contractor eted, on file, and will be made available for review if

/idual working in our schools with convictions of a

rformance of Contractor of its obligations pursuant to nburse Contractor for its services and expenses in xceed $5000 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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 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) 1960 Cliff Lake Road, #129-219, Eagan, MN 55122.

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.

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.

Paul Aho	41-1738386	05/07/2023
Contractor Signature	SSN/Tax ID Number	Date
Nathan Smith	5-9-23	
Program Director	Date	

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	203	101	3616	205
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

5/10/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Eben H Phillips, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

Eben H Phillips 911 W. 6th St. Duluth, MN 55806

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Eben Pitt [redacted] 05/25/2023

Contractor Signature | SSN/Tax ID Number | Date

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Simone Zunich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Shannon RedBrooke, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

207 S 18th ave E Duluth, MN 55812.

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.

Redbrook [redacted] 05.25.23

Contractor Signature SSN/Tax ID Number Date

Nathan Smith 5/25/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Erinne Zunich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Karen TeHennepe, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

Karen Tetkewicpe 2219 W 4th St Duluth MN 55806

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director 5/25/25 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Kathy Nelson, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

2314 Tower Ave Superior, WI 54880

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.

Kathy Nelson [redacted] 5-25-23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Erinne Zunich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Brooke Nelson, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

2314 Tower Ave, Superior, WI 54880

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 [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director 5/25/25 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Takeesha Coon, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

Takeesha Coon 5111 Avondale St. Duluth, MN 55804

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

TaKeesha Coon [redacted] 5/25/23

Contractor Signature SSN/Tax ID Number Date

Nathan Smith 5/25/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Simone Zunich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Scott Yeazle, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

5 North 19th Ave East Duluth MN 55812

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 [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Kyra A. Gustafson, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

3001 Devonshire St, Duluth, MN, 55806

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kyle C Hustafson [redacted] 5-25-23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Erin Zurich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Caitlin E. Dewlen, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

1022 E 1st ST APT A Duluth MN 55805

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.

C. Durden [redacted] 5.15.23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

Simone Zmuda 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Zach Hallett, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

216 South 16th st. #2 Duluth MN 55802

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

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

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

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

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

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

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

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.

Jack Hallett [redacted] 5/25/23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Jennine Zunich 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

John Masters, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

106 S 19th Ave E, Duluth MN, 55812

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 [redacted] SSN/Tax ID Number 05/25/23 Date

Program Director 5/25/25 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Salaam Witherspoon, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

2412 W 1st Street, Duluth MN, 55806

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Salaam Witherspoon [redacted] 05/25/23

Contractor Signature Salaam Witherspoon SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

Simone Zmuda 6.1.23

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Amber Lee Lightfeather, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

716 N 22nd Ave W Duluth, MN 55806

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 5/25/23

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

Erin Zunich 6.1.23

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

726 N 22nd Ave W

Duluth, MN

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Caitlin Smith, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

224 W 6th St. Duluth, MN 55806.

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

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

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

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

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

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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.

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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 [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Cassie Dulcey, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

1520 E 3rd St Duluth MN 55812.

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 [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Helen Davis, 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 May 5th, 2023and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

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 $25 hourly and $100 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 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)

2427 W. 4th Street Apt. 301 Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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 [redacted] SSN/Tax ID Number 5/25/23 Date

Program Director 5/25/25 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6.1.23 Date

No Cost Contracts Signed
May 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
City of Duluth	TLE	ISD 709 & City of Duluth will reestablish the virtual library card program for students and educators called the Library Port program
University of Minnesota Duluth	TLE	MOU outlining terms and conditions for FY24 College in the Schools Program agreement

AGREEMENT
BY AND BETWEEN
THE CITY OF DULUTH, THROUGH THE DULUTH PUBLIC LIBRARY, AND INDEPENDENT SCHOOL DISTRICT NO. 709

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth through the Duluth Public Library ("Library") and Independent School District 709 ("ISD 709").

WHEREAS, on June 12, 2023, the Library and ISD 709 wish to re-establish the virtual library card program for students and educators called Library Port program; and

WHEREAS, the Library Port program benefits the Duluth community by facilitating student engagement with the library, particularly that of under-resourced students; and

WHEREAS, through the Library Port Program the library is able to provide library materials and access to e-resources to students who did not have access to conventional library cards for reasons beyond their control; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. ISD 709 Obligations.

A. ISD 709 agrees to provide Library Port Program information provided by the Library to staff annually;

B. ISD 709 agrees to create an opt-out process for parents consistent with federal and state law;

C. ISD 709 agrees to provide the following information on participating students to the Library: Unique ID, Student Lunch ID Number, Name, Address, Phone, School Email, Date of Birth; School, and Grade;

D. ISD 709 agrees to implement the following processes for transferring student data to the Library for the purpose of creating virtual library cards:

1. Assign all students a unique number up to six digits. (Codes will be assigned to individual schools to add to that data output.)
2. Run queries from ISD 709 student system (e.g. Infinite Campus), to create a tab delimited text file that includes student lunch ID number, name, school email, and date of birth.
3. Transfer tab delimited text file via Library's secure FTP site on a regular basis.

E. ISD 709 agrees to promote Library Port internally to ensure that Library Port is a resource to enrich students' curriculum and the library is part of students' community; and

F. ISD 709 agrees to promote Library Port externally to parents and the general public in partnership with the Library, including a formal announcement of the partnership agreed upon by both parties.

G. ISD 709 agrees to designate a contact person, either the Director of Curriculum and Instruction or a representative of the Superintendent's Office, for the Duluth Public Library to work with on an ongoing basis.

II. Library Obligation.

A. Library agrees to provide access to Library resources risk free. ISD 709 students will be able to check out digital materials and up to five physical items without overdue fines. Fresh Start, a read-down or do-down process, will be provided for students to eliminate any monetary fees for lost or damaged materials at no cost.

B. Library agrees to provide staff of ISD 709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port electronic materials.

C. Library agrees to promote Library Port externally to the general public in partnership with the ISD 709, including a formal announcement of the partnership agreed upon by both parties.

III. General Terms and Conditions.

A. Data Practices.
Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.

B. Contract Period.
Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2027, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.

C. Non-Discrimination.
Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

D. Hold Harmless.
Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.

E. Notices

Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City	Duluth Public Library 520 W. Superior Street Duluth, MN 55802 Attn: Library Manager
ISD 709	Duluth Public Schools, ISD 709 215 N 1st Ave E Duluth, MN 55802 Attn: Superintendent of Duluth Public Schools

F. Laws, Rules and Regulations.
Parties agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

G. Applicable Law.
This Agreement, together with all of 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

H. Severability.
In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

I. Entire Agreement.
It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

J. 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.

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

CITY OF DULUTH

By:_____
Mayor

ATTEST:

_____
City Clerk
Date: _____

Approved as to form:

_____
City Attorney

Countersigned:

_____
City Auditor

ISD 709

By: John Magnuson
Superintendent

UNIVERSITY OF MINNESOTA

Duluth Campus

College in the Schools
Office of the Registrar

139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth and Independent School District 709

Term of Agreement: 2023-2024

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2023-2024 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. Hybrid and/or online course modalities may be approved by UMD on a course by course basis. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a Course Permission Form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only. The CITS class must maintain at least 30% of students enrolled in the course for college credit versus high school credit only. Any course not meeting this enrollment requirement, will need CITS program approval.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
- Provide UMD CITS program staff with a copy of the final class syllabi and the side-by-side assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS

faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.

- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources; and
- Share course evaluations per term, along with generalized CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge $92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS course withdrawal deadline. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester enrollments are final in March and are billed in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in December.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in April and are billed in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Executive Vice Chancellor for Academic Affairs	Amy Hietapelto		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zunich	Simone Zunich	5/22/23
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva	Jen Larva	5/18/23

cc:
Joan Lancour, Executive Assistant to the Directors of Curriculum & Instruction
Nathan Glockle, Principal, Academic Excellence Online (AEO) High School
Tom Tusken, Principal, Denfeld High School
Danette Seboe, Principal, Duluth East High School

Addendum A

2023-2024 List of UMD CITS Courses
To Be Offered in ISD 709

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Nathan Approved
MATH 1250	Precalculus Analysis	4	40	N/A	Ahern, Jenny	approved not teaching through UMD in 2023 - 2024
MATH 1296	Calculus I	5	40	All Year	Ahern, Jenny	NG
WRIT 1120	College Writing	3	25	Fall & Spring	Schingen, Joe	NG

Notes (AEO only):
MATH 1250 will not be offered during the 2023-24 academic year.

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Tom approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Florestano, Angelo Hollinday, Gina	TT
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria	TT
MATH 1296	Calculus I	5	40	All Year	Lewis, Ed	TT
PE 1616	Weight Training	1	24	Spring	Marsolek, Stacia	TT
SOC 1101	Introduction to Sociology	4	40	Fall	Hollinday, Gina	TT
SPAN 1201	Intermediate Spanish I	4	25	Fall	Cummins, Johanna	Not being offered in 23-24
SPAN 1202	Intermediate Spanish II	4	25	Spring	Cummins, Johanna	Not being offered in 23-24
WRIT 1120	College Writing	3	25	Fall & Spring	Mickle, Stephanie	TT

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Danette approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard	DS
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg	DS
GER 1201	Intermediate German I	4	25	Fall	Lull, Emily	not running 23-24
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily	not running 23-24
MATH 1296	Calculus I	5	40	All Year	Graves, Peter Garnett, William	DS
PE 1616	Weight Training	1	24	Fall & Spring	Ratai, Al Hietala, Joe	DS
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine	DS
SPAN 1201	Intermediate Spanish I	4	25	Fall	Kroll Strukel, Kimberly	DS
SPAN 1202	Intermediate Spanish II	4	25	Spring	Kroll Strukel, Kimberly	DS
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart	DS

Revenue Contracts Signed
May 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	**Amount or Estimated Amount***	**Contract Source**	**Description**
Harbor City International School	$46,500.00	Child Nutrition	FY24 renewal of contract for vended meals

DEPARTMENT OF EDUCATION

School Nutrition Programs
Renewal of Contract for Vended Meals
School Year 2023-24

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: 1000005678

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth Public Schools

"Original contract" refers to the first year of the contract, which started on 9/1/2021

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 3rd **year of the contract, counting the original contract and all renewals.**

Start Date for Renewed Contract: 9/1/2023 **End Date for Renewed Contract:** 6/15/2024

3. Adjustments to Contract

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal

service, the table below shows the 2022-23 meal price, the mutually agreed percentage increase, and the 2023-24 meal price (rounded to the nearest whole cent). The percentage increase may not exceed 8.8 percent (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2022.)

SFA and Vendor mutually agree to the 2023-24 meal prices shown below:

Meal Type	2022-23 Price	Percentage Increase	2023-24 Price
Unitized Lunch	$ 3.41	6 %	$ 3.62
	$	____ %	$
	$	____ %	$

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: _____

4. **USDA Foods**

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.
SFA confirms that it has fully received credits for USDA Foods for school year 2022-23 or at a minimum for school year 2021-22 before renewing the contract for 2023-24, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

5. **Termination**

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

6. **Vendor Certification Statements**

Total estimated contract payments during the renewal year are: $ 46,500.00

Check one:

☑ The contract amount is expected to be less than $100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.

☐ The contract amount is expected to be $100,000 or more. In addition to the certification listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

SIGNATURES

SFA Name: Harbor City International School

* **Name of SFA's Authorized Representative:** Tom Tydlacka

Title: Exec. Dir.

* **Signature of Authorized Representative:** [signature]

Date: 5/5/2023

SFA Contact: Michael Furchert

Title: Student Nutrition Coordinator

Phone: 218-722-7574

Email: mfurchert@harborcityschool.org

Vendor Name: Duluth Public Schools

Name of Vendor's Authorized Representative: Simone Zunich

Title: Executive Director of Finance & Business Services

Signature of Authorized Representative: Simone Zunich

Date: 5/8/23

Vendor Contact: Sheila Oak, DTR

Title: Food Service Director

Phone: 218-336-8707

Email: Sheila.oak@isd709.org

Grant Applications
May 2023

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:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Walker Art Center	Jim Carlson	Field Trip	None	Presenting as a formality as Jim requested on Grant Proposal spreadsheet. Students are paying the fee.
MAELC Foundation	Sonja Hakanson	CASE Curriculum to be taught for Science classes	None	Presenting as a formality as Sonja Hakanson requested on Grant Proposal spreadsheet. MAELC will pay for class. No stipend to be paid out.
Duluth East Foundation to award various awards.	Danette Seboe	Duluth East, various awards	$11,000	Special Education Students: purchase calculator classroom sets, additional supplies. Art: purchase additional unique glazes and supplies for ceramics courses. Swim & Dive Teams: construct trophy case at Ordean pool. Unified Cheer Team: purchase uniforms for special education cheerleaders. Journalism: purchase laptop. HOSA: support for attendance at state and national competitions. History Day: support for attendance at state and national competitions. Career Center: purchase career exploration materials.
DSACF	Erika Drengler	Physical Education	$1260	The funds will be used to buy cross-country ski poles.

DSACF	Caroline Sorensen	East High School Science	$1696	Science equipment upgrades and replacement