

**Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 23, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

<b>1. Call to Order</b>	
<b>2. Roll Call</b>	
<b>3. Pledge of Allegiance</b>	
<b>4. Approval of the Agenda</b>	
<b>5. School and Community Recognition</b>	<b>2</b>
<b>6. Reading Communications, Petitions, Etc.</b>	
<b>7. Report of the Superintendent</b>	
A. Reports from Student School Board Representatives	
B. Superintendent's Report	3
C. Schedule of Meetings and Events	14
<b>8. Report of Standing Committees</b>	
A. Committee of the Whole	
1) Monthly Committee of the Whole ( <i>January 9, 2024</i> )	15
B. Human Resources/Business Services Committee ( <i>January 16, 2024</i> )	91
C. Policy Committee ( <i>January 9, 2024</i> )	254
<b>9. General Board Committee Updates</b>	
<b>10. Consent Agenda</b>	<b>280</b>
<b>11. Resolutions from Committee Reports</b>	
A. B-1-24-4005 - Acceptance of Donations to Duluth Public Schools	642
B. B-1-24-4006 - Acceptance of Grant Awards to Duluth Public Schools	643
C. B-1-24-4007 - Resolution Providing for the Issuance Sale and Delivery of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds Series 2024A	644
<b>12. Special Resolutions and Action Items</b>	
A. B-1-24-4008 Authorizing a Capital Project Levy of the School District and Calling an Election	660
B. HR-1-24-4013 Employment of a School Board Member by the District.	672
<b>13. Questions / Other</b>	
<b>14. Adjournment</b>	

Dear School Board Members,

Tonight, it is with great pleasure that I recognize a group of dedicated employees and community members who were instrumental in taking a group of students on a tour of historically Black colleges and Universities.

I would like to recognize the following people; if you are present, please come up:

- Cal Harris
- Cheryl Reitan
- Marlon Grant
- Brigette Eckwood
- Dan Lew
- Stephanie Williams
- LaVenda Vann
- Valencia Ruprecht

Because of these individuals, in October, they and a group of 16 teenagers embarked on a trip to visit and explore historically Black colleges and universities. The 8 day, 2,800-mile trip took them to eight institutions.

They visited:

Fisk University and Lemoyne-Owen College in Tennessee  
Spelman College and Morehouse College in Georgia  
Tuskegee University in Alabama  
Alcorn State University and Tougaloo College in Mississippi  
Lincoln University in Missouri.

One student wrote this in a letter to the editor to the Duluth News Tribune:

*“While at these schools, we learned about the many people who started the legacies of historically Black colleges and universities. We also got to visit other popular and exciting places in the South like Beale Street, the Mississippi Civil Rights Museum, Selma Bridge, and Martin Luther King Jr. National Historical Park. We visited the Lorraine Motel in Memphis, Tennessee, where MLK was assassinated, and we also got to learn about segregation in the South and the many movements that happened because of it. I was very happy that we got to learn about Medgar Evers, Emmet Till, the Freedom Riders, Booker T. Washington, and more Black historical figures who are the reason we have these schools now. I want people to know about it and what we learned so we can have more trips like it.”*

I want to thank these people for giving our students this opportunity and experience.

Sincerely,  
Anthony Bonds  
Assistant Superintendent

[www.ISD709.org](http://www.ISD709.org)

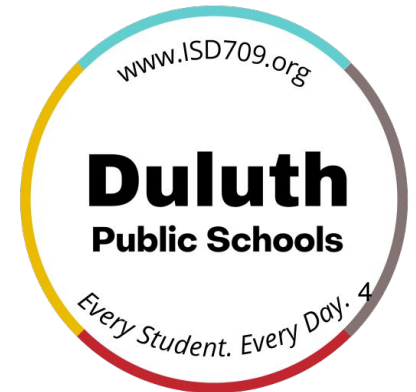
# **Duluth**

## **Public Schools**

*Every Student. Every Day.*

# Superintendent's Report

*January 23, 2024*



## OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

## OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

## OUR CORE VALUES

### Learning



Developing a love of learning through life-long inquiry.

### Excellence



Having high standards for all through accountability, integrity and authenticity.

### Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

### Collaboration



Working in partnership with staff, families, students and community.

### Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

# Topics

- Student Reports
- Negotiations Update
- Referendum Update
- Legislative Advocacy Update
- Additional Updates

# Negotiations Updates

Duluth Federation of Teachers negotiations are well underway. We have met multiple times in the past two months and will meet with our larger negotiations team on Thursday. We are hopeful that this continued progress will result in a new contract in the coming weeks.

# Referendum Overview

During our November Referendum, vote totals stood at 15,867 in favor and 13,205 against for Question One, and 14,431 in favor and 14,720 against Question Two, failing by 289 votes. We are deeply grateful to our community for recognizing and supporting the needs of our students.

The rejection of the technology levy will significantly limit how quickly the district is able to implement planned improvements for classroom technology, student and staff devices, and cybersecurity upgrades. We also have significant replacement needs for our Career and Technical Education resources, including 75 year old equipment with no replacement cycle.



# Referendum Overview

We have shared supporting information with the board and public in a variety of meetings, including the Committee of the Whole meeting on January 9th and 16th, to ensure that they are well informed about our potential ask. Our January 9th meeting focused on our district financial needs and included a presentation from Baird. Our January 16th meeting included presentations from our technology and CTE departments, input from teachers and administrators, as well as a board dialogue on the amount of the potential ask.

Later in our meeting, we are asking the board to move forward with a resolution for a referendum on May 14th, 2024.

# Referendum Next Steps

If the board chooses to move forward with the May referendum, we will begin a robust public information campaign to ensure that voters are well informed regarding this ask, including its impacts on student learning, district finances and local taxes.

This effort would begin with a press release after the board meeting, pending board decision on the resolution and referendum amount.

# Legislative Advocacy Update

Administration and board representatives met with Jeff Anderson, our contracted lobbyist from the Costin Group, to begin a draft of our 2024 Legislative Platform.

We hope to hold a Committee of the Whole Legislative Priorities meeting on February 8th to review this draft, as well as to hold a meeting with our local representatives on February 9th.

Among the points we are advocating for would be an additional 2% allocation to the per pupil funding for next year and permanent funding streams for unfunded unemployment insurance and universal free meals.

# Additional Updates

- MSBA Conference
- Spirit Valley Wellness Center
- Board Work Session
- Citizens in Action - January 27th
- Other

# Questions



# Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811.**  
*(Unless otherwise noted).*

[Listening Session Guidelines](#)

***The Schedule of Meetings and Events is Subject to Change.***

**Week of January 22 - January 26, 2024**

Tuesday	January 23, 2024	4:00 p.m.	Special [Closed] Session - Negotiations
Tuesday	January 23, 2024	5:30 p.m. - 6:15 p.m.	Listening Session*
Tuesday	January 23, 2024	6:30 p.m.	Regular School Board Meeting*
Thursday	January 25, 2024	4:00 p.m.	School Board Work Session

**Week of January 29 - February 2, 2024**

None

**Week of February 5 - February 9, 2024**

Tuesday	February 6, 2024	3:30 p.m.	Policy Committee
Tuesday	February 6, 2024	4:30 p.m. <i>(or immediately following Policy Committee)</i>	Monthly Committee of the Whole
Thursday	February 8, 2024	6:00 p.m.	Education Equity Advisory Committee
Thursday	February 8, 2024	5:30 p.m.	Head Start Parent Policy Council Lincoln Park Middle School 3215 W. 3rd St.

*\*If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

**Office of the Superintendent  
January 19, 2024**

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 9, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

B. Informational Items

1) Duluth Transit Authority Partnership 2

2) Presentations

a. Baird Financial Update 8

b. Education Equity Advisory Committee 17

c. Special Services Update 26

d. Employee Wellness Initiatives 42

e. Head Start Governing Board Training 55

C. Other

4. **ADJOURN**

## COW Agenda Cover Sheet

**Meeting Date: Jan. 9, 2024**

**Topic: DTA Bus Pass Program Pilot**

**Presenter(s):**

Anthony Bonds, Assistant Superintendent

Adelle Wellens, Communications

David Clark, DTA

Rod Fournier, DTA

Chris Belden, DTA

Jeff Dahlgren, DTA

**Attachment (yes or no):** Yes

Duluth Transit Authority Partnership

**Brief Summary of Presentation or Topic (no more than a few sentences):** The Duluth Transit Authority Board approved a pilot program to allow Duluth Public Schools high school students and all staff to ride for free with a student/district ID.



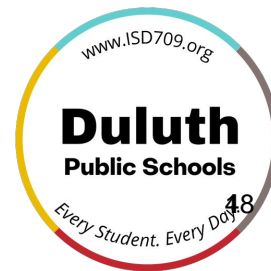
# Duluth Transit Authority Partnership

Begins Jan. 16 through June 6



# What is the partnership

- High School Students and All Staff can ride DTA buses for free from Jan. 16-June 6
- Must provide an current ID
- Works any day of the week at anytime
- Only a pilot program
- Will help us to determine what the usage will be
- A button will be pressed by the bus driver and will allow us to get numbers of how many students and staff use the buses.



# Student Rules

- Students are expected to follow the same rules we have set for our school buses.
- Discipline may be done in accordance with the student handbook
- Expectations are being communicated with students through WIN and emails.
- DTA added some of their own rules that were communicated to students as well.



# Communication Plan

- Information is has been sent out through
  - Newsletters
  - Email
  - Text
  - Social media
  - Postcard
  - Posters at bus stops



**Free DTA Bus Rides for Duluth Public Schools High School Students**

*Starting Jan. 16 through June 6, show the DTA bus driver your student ID and ride for free.*



A variety of opportunities.  
**Duluth**  
Public Schools



**Ride the bus for free with your student ID**

*Starting Jan. 16 through June 6, show the DTA bus driver your Duluth Public Schools student ID and ride for free.*



[www.ISD709.org](http://www.ISD709.org)  
**Duluth**  
Public Schools  
Every Student. Every Day.



# Questions?



## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Baird Financial Update

**Presenter(s):** Michael Hoheisel, Matt Rantapaa, Sam Hylle

**Attachment (yes or no):** Yes ISD 709 COW Meeting Presentation (link pending)

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation is to provide a scenario for a possible referendum in the spring with a brief overview of the district finances to provide background for a potential referendum.

**ISD 709 DULUTH  
COMMITTEE OF THE WHOLE  
JANUARY 9, 2024**

**PREPARED BY: MICHAEL HOHEISEL**

**MATT RANTAPAA**

**SAM HYLLE**

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**Duluth**  
**Public Schools**



**REMINDER OF  
BALLOT QUESTION  
#2 TECH LEVY ON  
NOVEMBER 7, 2023**

**YES VOTES: 14,443  
NO VOTES: 14,734  
DIFFERENCE: (291)**

**SCHOOL DISTRICT BALLOT QUESTION #2  
APPROVAL OF SCHOOL DISTRICT'S CAPITAL PROJECT LEVY REFERENDUM**

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.687% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2024, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

YES

Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

NO

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**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A  
PROPERTY TAX INCREASE.**



## CONTEMPLATED OPTIONS FOR REVIEW & DISCUSSION

Spring May 14, 2024  
Referendum (last day  
to adopt resolution  
calling for the election  
is 3/1/2024)

OR

Budget adjustments  
commencing Fiscal  
Year 2026

# QUICK REVIEW OF OPTIONS

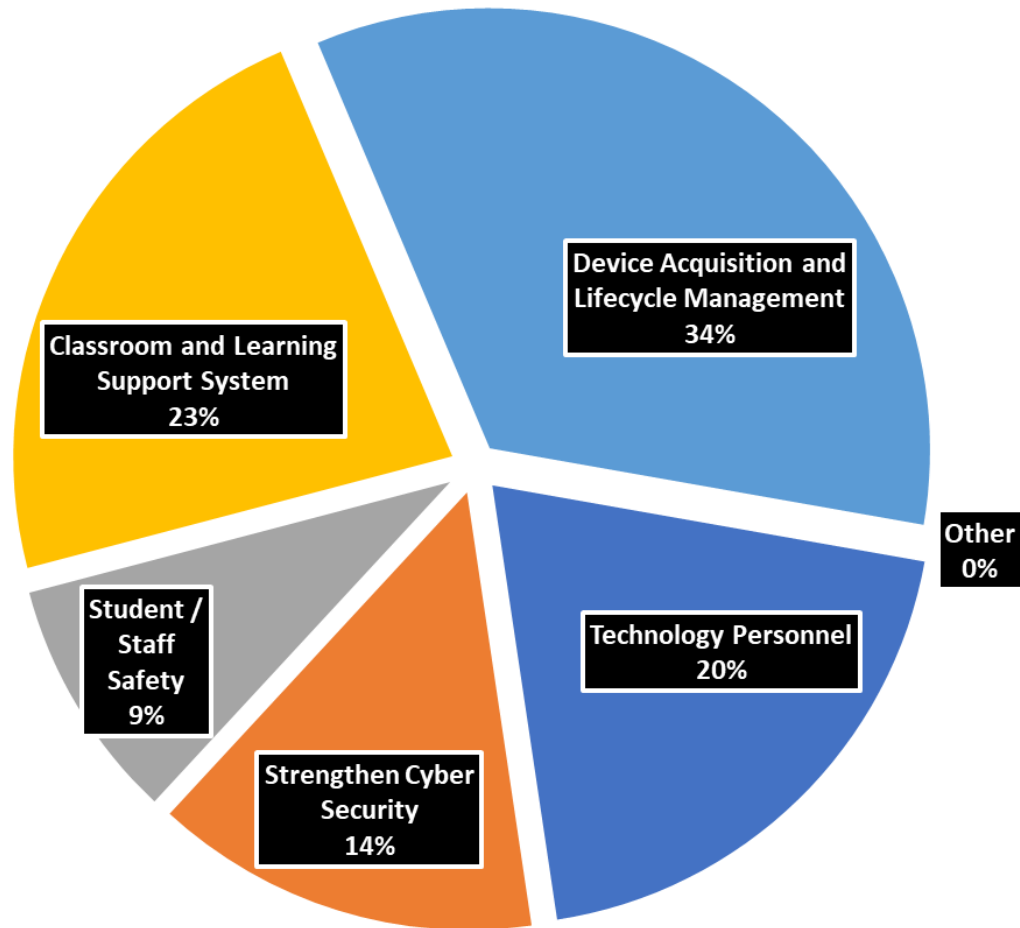
The district asked for \$52,904,558.70 over 10 years, of which \$46,177,960.70 was identified for technology expenditures.



In discussion with district leadership, the following requests will be examined:

\$5,290,455.87 annually (same request)	\$5,000,000 annually	\$4,617,796.07 annually
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## ISD 709 - Voter-Approved Technology Plan Request



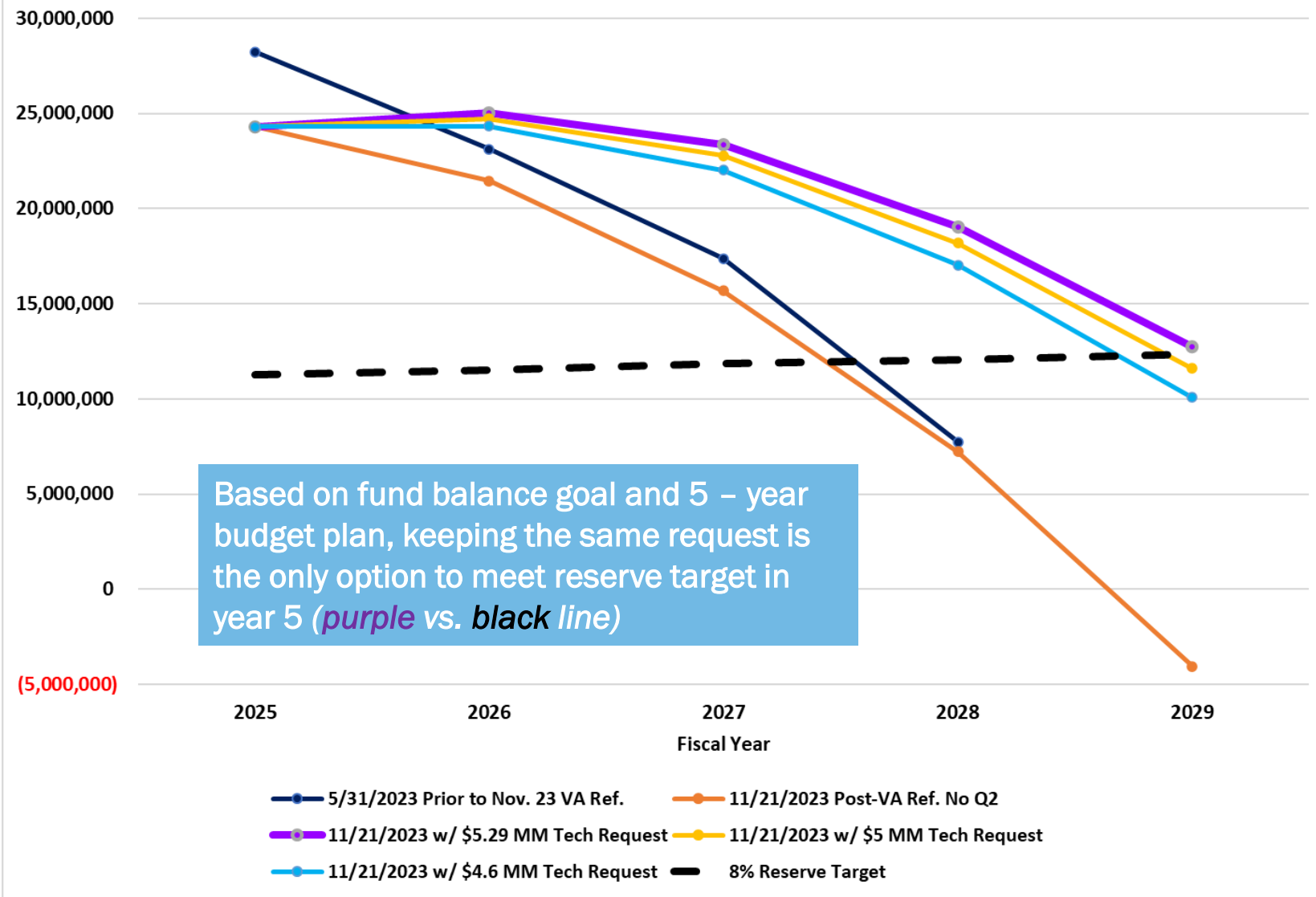
**HOW IS ISD 709  
PROPOSING TO  
SPEND THEIR  
VOTER-  
APPROVED  
TECH REQUEST  
DOLLARS?**

# FOCUS ON \$315K HOMESTEAD RES. PROPERTY – THE NEW \$289K ASSESSED VALUE FOR PAY 2024

Ballot Question Amount	\$5.29M Request	\$5.00M Request	\$4.617M Request
Annual Tax Impact	\$130.45	\$123.29	\$113.86
Annual Difference		(\$7.16)	(\$9.42)
Monthly Tax Impact	\$10.87	\$10.27	\$9.49
Monthly Difference		(\$0.60)	(\$0.79)

*Note - \$289,000 average size home used during referendum communication is assumed to have appreciated to \$315,000 due to average tax base growth*

### ISD 709 Duluth - 5-Year Fund Balance Trend Options



Based on fund balance goal and 5 - year budget plan, keeping the same request is the only option to meet reserve target in year 5 (*purple vs. black line*)

**THE IMPACT OF THE TECHNOLOGY PLAN ON OUR FUTURE FUND BALANCE**

29

\*Assumes 11/21/23 five-year budget model has allocated \$3.85M of recurring tech expenditures. Scenarios developed beyond this base model expend identified annual tech expenditure difference.



# QUESTIONS/DISCUSSION

## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Education Equity Advisory Committee & Subcommittees

**Presenter(s):** Nate Smith, Office of Education Equity Coordinator

**Attachment (yes or no):** Yes  Education Equity Advisory Committee

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide a description of what the Education Equity Advisory Committee is and the subcommittees that exist within. There will also be information shared about what each subcommittee is working on this year.

# Educational Equity Advisory Committee (EEAC)

January 9, 2024

Committee of the Whole





# What is the Education Equity Advisory Committee?

- The Education Equity Advisory Committee (EEAC) is dedicated to fostering diversity among its participants, including various perspectives, communities and organizations. It's designed for active members who are committed to removing structural and institutional obstacles to educational opportunities for all students. The Education Equity Advisory Committee (EEAC) acknowledges historical barriers that have hindered learning and success based on factors like race, culture, income, and social conditions.



# Background

- The revitalization of the Education Equity Advisory Committee (EEAC) began in December 2021 when around 30 passionate education equity partners collaborated to develop new bylaws for the School Board. These partners included the ISD 709 Superintendent, Assistant Superintendent, Coordinator of the Office of Education Equity, Duluth Community School Collaborative, educators, support staff, School Board members, parents, representatives from ISD 709 American Indian Parent Advisory Committee, the Department of American Indian Education, and the Gifted and Talented and Families in Transition programs, as well as local NAACP leaders, representatives from the Education Equity Alliance, UMD, LSC, and many others. Because of the connection, community alliance and passion several subcommittees were formed over the summer of 2022.



# EEAC Subcommittees Mission & Vision

- The purpose of subcommittees shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.

These committees act on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.



# Current Subcommittees

- **Gender & Equity Taskforce**

- This committee met several times during the 2022-23 school year to work on development of the [Gender Inclusion Policy](#) that was passed and went into effect last year. Duluth Public Schools is the only district in the Northern part of Minnesota with such a policy.

- **Preschool & Early Childhood**

- This committee is currently working on how to increase parent and family engagement as pre-covid there was a higher level of involvement. Hoping to develop some focus groups, coffee & conversation and go to schools to create open forums to share. They would also like to get more information out to American Indian families coming in and how to support them - making sure they are aware of JOM funding and more.

- **Indigenous Education, History, Culture and Language Revitalization**

- Currently seeing lots of results already - a second Ojibwemowin Language teacher was added to the language program that will be funded by ISD709. They are also looking to offer seminars to history and government classes focusing on the facts of Native American history and tribal governments and what they dealt with in the past and present.

- **Community Engagement**

- Meets monthly with district leadership to discuss district equity updates and gives a chance for subcommittee members to ask questions, seek clarity and give recommendations. They are actively seeking more diverse perspectives and representation.

- **Discipline Disparities**

- This group is hoping to give input and help create an addendum to district policy 506 around discipline and adding specific language and restorative practices. They are also exploring the possibility of approaching bargaining units to craft language on equity within each contract.



# Current Subcommittees

- **Recruitment & Retention**
  - This committee attends events such as Juneteenth and MLK in hopes of recruiting a more diverse staff to our district. They are also exploring other community events to table at.
- **Families in Transition**
  - The new FIT Coordinator will be working on redeveloping this committee with the intent to include all of the FIT Staff.
- **Hispanic Organization of Latin America (HOLA)**
  - In the 2022-23 school year, this committee hosted a multicultural night at Lowell to celebrate diversity of our community with over 800 people in attendance and plans to continue this tradition.
- **Elementary Education / Read Well by Grade 3**
  - This committee is working hard on engaging the district and groups in the community that are doing similar work. They look at data and see the decline in literacy at Duluth Public Schools within the African American and Native American students and would like to see more funding go towards literacy plans.
- **Denfeld Black Student Association**
  - This is a student ran committee that meets at Denfeld and attends EEAC meetings to share student voices and perspectives. They host many events at Denfeld that focus on the African American history and culture.



# Education Equity Charter Development

Many subcommittees have experienced large transitions with leaders and members. This is due to various reasons such as leaving positions, retirement, etc. Because of this a document will be created and used by each subcommittee to define and refine their mission, vision, purpose and goals even more clearly. This will also allow subcommittees to retain focus during leadership or membership turnover and serve as a high level guide for the work they will be doing.

## Education Equity Advisory Committee Charter

2023-2024

Title	
Purpose	<p>The purpose of this committee shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.</p> <p>This committee acts on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.</p>
Mission Statement	
Objectives	
Scope	
Membership	<p>Facilitator:</p> <p>Members:</p>

Roles & Responsibilities of Membership	<p><b>Term of Committee Membership:</b> TBD</p> <p><b>Member Expectations</b></p> <ul style="list-style-type: none"> <li>• Consistent attendance</li> <li>• Solution-focused participation</li> </ul>
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Commitment	<ul style="list-style-type: none"> <li>• Commitment to follow through on assigned tasks</li> </ul>
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Meeting Dates & Times	
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Record Keeping	<p>Facilitator:</p> <p>Members:</p>
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Authority	<p>This committee acts on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.</p> <p>This committee has authority to gather information, network, make recommendations to School board and district leadership and act as an ambassador for the Education Equity Advisory Committee.</p>
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# Questions and reflections?



## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Special Education Updates

**Presenter(s):** Jason Crane, Special Services Director; Lora Thurston, Special Services Assistant Director

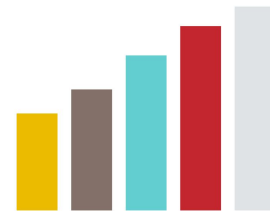
**Attachment (yes or no):** Yes  COW Presentation January 2024

**Brief Summary of Presentation or Topic (no more than a few sentences):** Special Services is committed to providing the school board with regular updates on programmatic increases including staffing, budgeting and enrollment.



# Special Services Update

December 2023



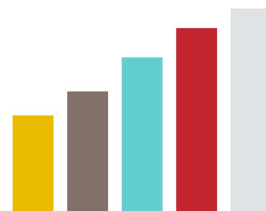
DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Disproportionality

To address the on-going concerns with ISD 709 disproportionate suspension rates with students of color and the Special Service Department goals to improve academic scores, the district hired 5 Supervisors. Some of these positions were “repurposed TOSA positions” to support the work in the following areas:

- Becky Crane-Early Childhood
- Kathryn Hatfield-Setting 3 Classrooms (36 classrooms)
- Sonny Jenkins-STEPS
- Sarah Burris-Elementary Resource Support
- Katelyn Pahl-Secondary Resource Support



DULUTH PUBLIC SCHOOLS

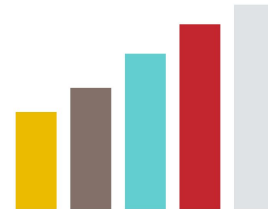
**Special  
Services**

# Disproportionality, cont'd.

Roles and Responsibilities of Supervisors:

Support students, families, teachers and schools with

- implementation of IEPs; curricular resources;
- training literacy resources
- attend IEP meetings, as needed or requested;
- support new teachers;
- provide training on due process, new legal guidance;
- review student's that are considered for shortened day/  
homebase instruction; or STEPS placements;

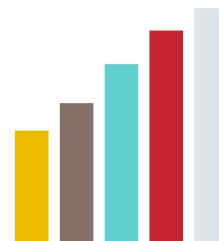


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Disproportionality con't

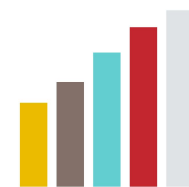
- support related services staff;
- oversight of new programming;
- evaluations; oversight/support of related services and other groups;
- reviewing IEPs and attending building-level special ed. Meetings;
- implementation and training of new literacy resources that targets the needs of students;
- early intervention and guidance with controversial and litigious cases;
- LETRs training.



DULUTH PUBLIC SCHOOLS

**Special  
Services**

Supervisor	Location	Responsibilities	Students	Evaluates
Sonny Jenkins	RockRidge	STEPS; EBD referrals and Behavior Support-District Wide	50	STEPS staff (paras, teachers, social worker)
Sarah Burris	DSC	Elementary Ed; UFLI, LETRS, ESY	800	Elementary Teachers
Kathryn Hatfield	DSC	Setting 3 classrooms, district-wide (36 classrooms) ASD, DCD, PI, DAPE	300+	Setting 3 teachers; DAPE teachers
Kate Pahl	DSC	Secondary Support; Homebound/Homebased; Shortened Day	600+	Secondary SLD Teachers; Homebound Teachers
Becky Crane	DSC	ECSE, B-2, OT/PT	1,000+	ECSE Teachers; B-2 staff; 2 clerical; OT/PT



DULUTH PUBLIC SCHOOLS

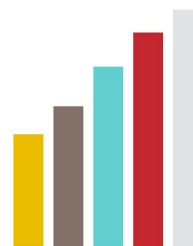
**Special**  
35  
**Services**

# Home Based Instruction Impact

December 2022: District had 21 students on Home Based Instruction

December 2023: District has 12 students on Home Based Instruction

- Supervisor monitoring the process
- Education of staff
- Clear guidance provided
- Support for case managers as they develop phase-in plans for student return to school



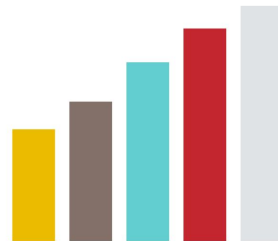
DULUTH PUBLIC SCHOOLS

**Special  
Services**

# STEPS Update

Currently:

- 1 Supervisor: Sonny Jenkins
- 1 Social Worker
- 2 Teachers (1 vacancy)
- 3 Paras
- 9 Students (capacity for 16)
  - 5 (grades 7-12)
  - 4 (grades 3-6)
- 2 Classrooms at Rockridge



DULUTH PUBLIC SCHOOLS SPECIAL SERVICES

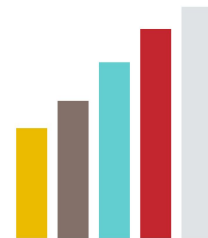
# STEPS

*Success Through Empowerment and Positive Support*

# Alignment to Strategic Plan

## Supporting Every Student:

- STEPS
- Reviewing students with IEPs prior to any recommendations for Home Based/Shortened Day determinations
- Ensuring IEPs are written so students receive their services and instruction in the least restrictive environment



DULUTH PUBLIC SCHOOLS

**Special  
Services**



# Alignment to Strategic Plan

## Advancing Equity:

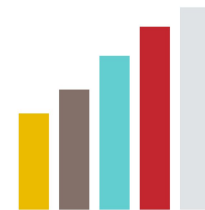
- December 4: District-wide Training: *Comprehensive Evaluations*
- Literacy Training: *LETRs Training and the use of UFLI as a resource*
  - *All special education staff will have received the UFLI training by March 2024*
  - *All special education staff (PK-12), who are responsible for reading instruction, will receive Literacy training in the first round of training to comply with the READ Act.*



# Alignment to Strategic Plan

## Improving Systems:

- Review of student progress data as measured by FASTBRIDGE from Beginning of Year to Middle of Year = Literacy
- Improved responsiveness to school requests for support



DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Special Education by the numbers....

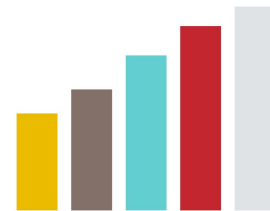
Interviewed FY 24

Certified positions

- 120 certified people interviewed
- Several internal staff moved to other positions- no interview required
- 82 people in new special education positions

Non-certified positions

- 195 people interviewed
- Many bid on a different job- no interview
- 148 non-certified staff in new positions



DULUTH PUBLIC SCHOOLS

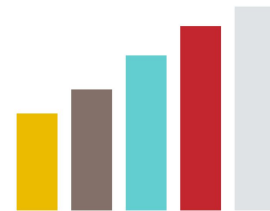
**Special  
Services**

# Special Education by the numbers....

**ISD 709 December Enrollment:** 8117 students

**Special Education Enrollment:** 1890 students

1. Eligibility Qualifying over 3 years:
2. Staffing levels allocated
3. Setting 3/4 classrooms added:
  - Lowell, Congdon, Lester, Stowe, 2 Rockridge
  - One program = \$200,000 average

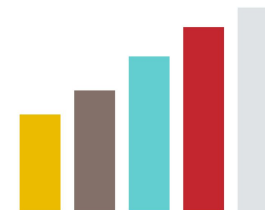


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Special Education Eligibility

	FY20	FY21	FY22	FY23	FY24
<b>Elementaries</b>	<b>551</b>	<b>528</b>	<b>586</b>	<b>791</b>	<b>763</b>
<b>Middle School</b>	<b>278</b>	<b>260</b>	<b>277</b>	<b>318</b>	<b>321</b>
<b>High School</b>	<b>432</b>	<b>422</b>	<b>442</b>	<b>484</b>	<b>549</b>
Care and Treatment; Non-Publics; ECSE	<b>288</b>	<b>280</b>	<b>254</b>	<b>413</b>	<b>551</b>
	<b>1549</b>	<b>1490</b>	<b>1559</b>	<b>2006</b>	<b>2184</b>

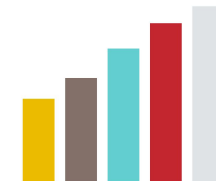


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Staffing Increases

	FY20	FY21	FY22	FY23	FY24
<b>Certified</b>	132.5	134.5	148.6	157.4	170.9
<b>Related Service</b>	55.575	53.55	55.2	49	70.025
<b>Non Certified</b>	214	200	214.5	216.5	231.5
<b>District Support Staff Total</b>	13.6	12.8	14.6	14.6	17.2
	<b>416.675</b>	<b>400.85</b>	<b>432.9</b>	<b>437.5</b>	<b>489.625</b>

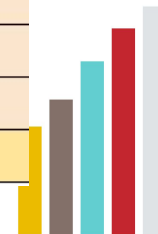


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Setting 3 Classrooms

2023-24 Setting III	FY20	FY21	FY22	FY23	FY24
Congdon	0	0	0	1	1
Homecroft	0	0	0	0	0
Laura Mac	2	2	3	3	3
Lakewood	0	0	0	0	0
Lester Park	2	2	2	2	3
Lowell	0	0	0	0	1
Myers	3	3	3	3	3
Piedmont	1	1	3	3	3
Stowe	1	1	1	1	2
Lincoln Park	3	4	4	3	4
Ordean East	2	2	2	3	3
Denfeld	4	4	4	6	7
East	4	5	5	6	6
<b>Totals</b>	<b>22.0</b>	<b>24.0</b>	<b>27.0</b>	<b>31.0</b>	<b>36</b>



DULUTH PUBLIC SCHOOLS

**Special  
Services**

## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Employee Wellness Initiatives

**Presenter(s):** Kinsey Klasnich, Benefits Coordinator

**Attachment (yes or no):** Yes

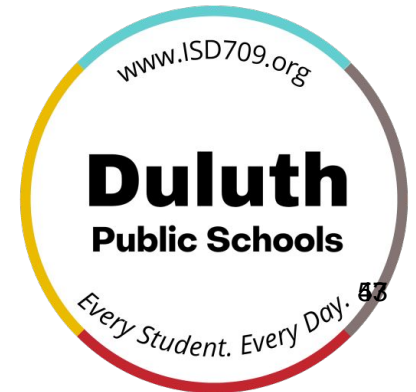
**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide an update of our efforts to support District employees' overall wellness. We will provide an overview of current and future initiatives.



# Employee Wellness

*Committee of the Whole*

*January 9, 2024*



# Our Vision

The Duluth Public Schools Employee Wellness Initiatives will serve as the road map to improve the overall well-being of our employees by providing services that support mental, physical, social and financial health.

These Initiatives will be an integral part of the Duluth Public Schools Recruitment and Retention Plan.

# Current Wellness Benefits

- Calm
- Employee Assistance Program
- Financial Planning

# Calm

- App that provides personalized content such as podcasts, sleep stories, music, and meditations to manage stress and anxiety
- Current sign up rate: 46.5%, with a 72.8% engagement rate

Total sessions

**16,940**

Average session

**9.8 mins**

Mindful days

**3,179 days**

Mindful minutes

**165,927 mins**

# Employee Assistance Program

- Employee Assistance Program offered through National Insurance Services and TELUS
- Access for employees via their online portal, or phone call
- Offers services regarding mental health, estate planning, healthy lifestyles, financial wellness, etc
- Current utilization: 2 calls in 2023 Q4, and 1 call so far this year

# Financial Planning

- The District hosted a 403b Informational Session for our employees, presented by Aviben, our administrator for those services
- PERA hosted a session to discuss how the PERA Pension works, what happens when you retire, and general Q&A for PERA participants. Employees could attend in person or virtually
- TRA visited the District Services Center and presented to TRA participants regarding their pensions, retirement, and general Q&A.
- The Benefits Department hosts multiple Retirement Information Sessions for all employees with information regarding the retirement process and healthcare after retirement

# Initiatives for 2024

- Increase EAP Utilization
- Capitalize on new Calm features
- Host Wellness Fair for employees

# Promote New Calm Features

- Pathways Program: Curated content catered to the specific needs of the District (setting boundaries, building a self care routine) , which notifies participants with push notifications on their phones of the content, coping skills, etc for a scheduled 2 week span
- New features and content this year: Calm for Travel, Calm for dependents, Calm for Kids, and improved content around grief and physical health
- Calm has added a daily check in for participants where they can report how they are feeling that day. The District can track that information to see trends in emotions during certain times of year where our employees may need extra support



# Increase EAP Utilization

- Highlight different services and resources the EAP has with a monthly focus on different topics
- Increase communication with staff about what resources are available
- Provide leadership training in regards to the supports available
- Focus will be on the lesser known supports EAP can offer, such as estate planning, financial well-being, fitness, aging, etc

# Wellness Fair

- A collective fair this spring for our employees showcasing their benefits and other resources locally to support all aspects of wellness
- Vendors would include
  - Representatives from benefit providers such as Blue Cross Blue Shield, Medica, Delta Dental, Aviben, Calm, NIS, etc
  - Local businesses and resources that support employee;'s overall wellness

# Future Initiatives?

- Establish a Written Employee Wellness Program
- Create an Employee Wellness Committee
- Partner with insurance carriers in providing health and wellness programs, resources and information to District employees
- Healthy Messages: Weekly messages to encourage staff on nutrition, physical activity; and, positivity
- Provide Monthly Seminars on topics such as Nutrition, Physical Health, Mental Health, Weight Management, Financial Wellbeing, Flu Season Preparation, Summer Sun Protection

# Questions?

## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Head Start Governing Board Training

**Presenter(s):** Sherry Williams, Head Start Director

**Attachment (yes or no):** Yes [Head Start Governing Board Training](#)

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide a required annual training of the role of the Head Start Governing Board, as well as an introduction to our local Head Start program.



# Duluth Head Start

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## Governing Board Training



Duluth Head Start is unique.

It is one of the original Head Start grantees, starting as a summer school program in 1965.

It is the only grantee in MN that is a School District.

We are proud of our school district for recognizing the value of early intervention long before science confirmed its value.

# Office of Head Start Purpose

## Origins

As part of President Lyndon B. Johnson's *War on Poverty*, Head Start began as an eight-week demonstration project designed to help break the cycle of poverty

## Mission

Designed as an anti-poverty early childhood education program, Head Start prepares America's most vulnerable children, ages birth to five, to succeed in school and in life beyond school

## Program Description

Head Start programs promote the school readiness of young children from low-income families by:

- Enhancing their cognitive, social, and emotional development
- Offering comprehensive services such as early learning, nutrition, health, family well-being and parent engagement





# Head Start Leadership and Governance



# Membership and Responsibilities

Policy Council	Governing Board/ School Board
<p>Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level.</p> <p>In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.</p>	<p>The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families.</p> <p>In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.</p>
<p>Parents of children currently enrolled in each program option must proportionately represented on Policy Council.</p>	<p>The Governing Board have legal and fiscal responsibility for the program.</p>

# Membership and Responsibilities

Policy Council	Governing Board
<p>A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.</p>	<p>Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.</p>
<p>A member must stand for one year. If a member intends to serve another year, they must stand for re-election.</p>	<p>Responsible for other activities as outlined in the Head Start Act of 2007.</p>
<p>The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current <u>By-Laws</u> state a member may serve 5 years.</p>	<p>Governing Body oversees Policy Council.</p>
<p>A program must seat a successor Policy Council before an existing Policy Council may be dissolved.</p>	<p>Governing Board members may not receive money from the Head Start grantee.</p>
	<p>Impasse Policy with Policy Council.</p>

# Membership and Responsibilities

Policy Council	Governing Board
A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.	
Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.	
Impasse Policy with Governing Board.	

## Head Start Documents on Program Governance are known as The Big 3.

- The Head Start Act of 2007. **This is the Head Start Law.**

<https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/hs-act-pl-110-134.pdf>

<https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/hs-act-pl-110-134.pdf>

- The Head Start Performance Standards.
- **These are the rules by which a Head Start program must carry out their work with children and families.**

• <https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii>

[Head Start Program Performance Standards | ECLKC](#)

- PART 75—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS.

- **These are the rules about how a program may use the Federal award.**

• <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75#subject-group-ECFR640bc005c7f52f6>

[eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards](#)

# 2024 National Head Start Priorities

## Office of Head Start Priorities



# Federal Monitoring Year: This Year

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Our Head Start program will be monitored by the Office of Head Start this year.

This will include meeting with the Policy Council and Governing Board.

It will be a new experience for most of us, but we have worked hard to have systems in place to have an exemplary program.

# Duluth Preschool: Funding Sources

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Head Start, School Readiness and Voluntary PreK fund our classrooms throughout the city serving 3 and 4 year olds. All programs follow the Head Start performance standards.

State grants fund Families in Transition, which serves families experiencing homelessness and a Home Base option.



# Locations

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We have classrooms in 7 of the 9 elementary schools.

Lowell (2 Head Start/School Readiness)

Laura MacArthur (2 Head Start, 1 VPK)

Myers Wilkins (3 Head Start)

Piedmont (2 Head Start/School Readiness, 1 VPK)

Stowe (1 Head Start/School Readiness, 1 VPK)

Homecroft (1 Head Start/School Readiness)

Lester Park (1 Head Start/School Readiness)

# State funded Head Start programs

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Homebase: Serves 12 families with children from 0-5 in their homes for 90 minutes per week. Provides socialization experiences twice per month.

FIT (Families in Transition): Works with families experiencing homelessness for 90 minutes per week. Provides socializations twice per month. Serves 12 Early Head Start (0-3) and 6 Head Start (3 & 4 year olds)

# Comprehensive services

Health

Nutrition

Education

Mental Health

Disabilities

Family Advocacy

Parent Engagement



# Eligibility

Children in foster care or experiencing homelessness automatically qualify for Head Start.

## Federal Poverty Level (FPL)

Family size	2022 income numbers	2023 income numbers
For individuals	\$13,590	\$14,580
For a family of 2	\$18,310	\$19,720
For a family of 3	\$23,030	\$24,860
For a family of 4	\$27,750	\$30,000
For a family of 5	\$32,470	\$35,140
For a family of 6	\$37,190	\$40,280
For a family of 7	\$41,910	\$45,420
For a family of 8	\$46,630	\$50,560
For a family of 9+	Add \$4,720 for each extra person	Add \$5,140 for each extra person

# Curriculum

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Creative Curriculum is a project based curriculum that is used in our classes.

Pyramid Model is a social emotional framework that helps all students be successful in our classrooms.

We use two supplemental curriculums:

Heggerty Phonemic Awareness: to help kids learn to hear sounds in words

Second Step: to help teach social emotional skills

# Parent engagement

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We want parents to be involved in our program in as many ways as possible.

Home Visits

Community Involvement

Conferences

Self Assessment

Policy Council

Recruitment

Parent Committees

Field Trips

Family Events

Support in the classroom

# We are in the third year of a five year grant cycle

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Current Grant Goals are:

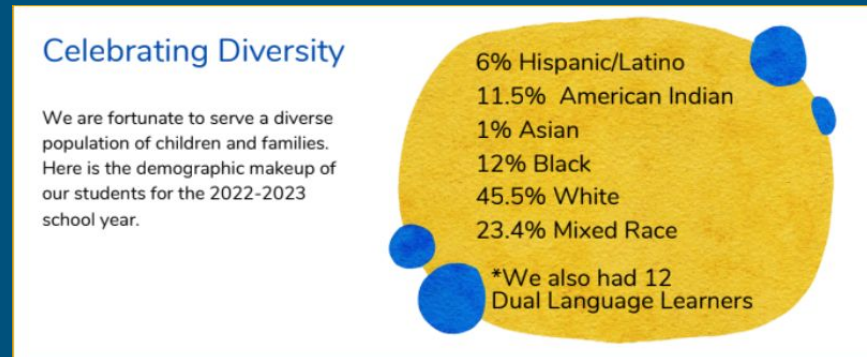
High Quality Inclusive Classrooms: A partnership with Early Childhood Special Education

Walking the Talk of Equity

Fostering Resilience with a Focus on Health, Wellness, and Safety

## Grant Goal: Walking the Talk of Equity

1. Establish Oshki-inwewin: a classroom with a focus on Ojibwe language and culture
2. Establish an Equity Team
3. Provide opportunities for staff to continue to learn about systemic racism
4. Recognize and honor the unique cultures of families we are currently engaged with
5. Close the opportunity gap for children and families we work with





# Supporting Health, Wellness and Safety for Children

- ❑ Outside daily
  - ❑ Weather appropriate gear
- ❑ Safety Around Water: Six week water safety class at YMCA for 72 children per year (4 classrooms)
- ❑ Social Emotional Learning
- ❑ Active Supervision
- ❑ Family Style Meals
- ❑ Dental Exams at school
- ❑ Lead testing at school
- ❑ Support for families to stay up to date on well child checks and immunizations
- ❑ Mental Health referral support
- ❑ First Witness: Strong, Safe Child
- ❑ Safe Delivery of Preschool Students (Bus Safety)
- ❑ Hearing, vision tests at school (preschool screening)
- ❑ Eyeware resource: coupons for free glasses

# Program Planning for Continuous Improvement



**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 16, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	8
4) Technology Department Report	9
5) Transportation Department Report	12
<b>3. <u>Recommended Resolutions</u></b>	
A. B-1-24-4005 - Acceptance of Donations to Duluth Public Schools	13
B. B-1-24-4006 - Acceptance of Grant Awards to Duluth Public Schools	14
C. B-1-24-4007 - Resolution Providing for the Issuance Sale and Delivery of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds Series 2024A	15
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	31
B. Finances	
1) Financial Report	32
2) Escrow Agreement Refunding Certificates of Participation Series 2019A & 2021B	33
3) Fundraisers - None	
C. Bids, RFPs, and Quotes	
1) BID #1321 - COMMERCIAL POOL RENOVATION SERVICES	49
2) RFP #320 - ENGINEERING SERVICES FOR TRANSPORTATION BUILDING ADDITION	50
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	51
B. No Cost Contracts	157
C. Revenue Contracts - None	
D. Grant Applications	163

## Human Resources Report Summary January 2024 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	2	9
<b># Retirements</b>	5	0
<b># Resignations</b>	1	7
<b># Leave of Absences</b>	2	3

### HR Department Updates:

The District will submit the Grown Your Own grant to MDE on January 16, 2024. We have requested the maximum funding of \$750,000 of which \$600,000 would be used to supply tuition assistance to current staff and community members of color so they can obtain their teaching licensure.

Human Resources staff is gearing up for the 2024-2025 staffing season and will be meeting with principals the last week in February to review certified staffing needs for next school year. We are hoping to start posting known vacancies and displaced positions as early as March 2. Summer School positions were posted on January 11, 2024- a total of 74, which does not include ESY positions. Those positions will be posted in upcoming weeks.

Human Resources staff will attend the Hermantown Chamber of Commerce Job Fair on February 8, 2024. This fair will allow us to focus on all of our available open positions, with a primary push for maintenance and transportation needs. In addition, we are looking into participating in three virtual job fairs through MnSchool Jobs on February 21, April 2 and Tuesday, April 23. The virtual fairs will focus specifically on recruitment for licensed teachers (all subjects and grades), licensed related services, and paraprofessionals.

As part of our ongoing systems improvement efforts, the last group of employees (maintenance staff) started using electronic timesheets on January 8, 2024. Affected staff were provided four training sessions to ensure success of use. We are also actively reviewing and revising our payroll processes to ensure continued accuracy and process efficiency.

**Benefits Updates:** The Benefits Department is hosting a Calm Challenge in the month of January to assist our employees in finding time for themselves in the New Year. Employees sign up for the challenge and must complete 100 “Mindful” Minutes to be entered to win a prize. The next Retirement Session will be hosted on January 17th, from 4:00p-5:00p at the DSC Building for any employees considering retirement in the coming years.

The Benefits team's next big project will be to work on the setup for our Employee Wellness Fair in the spring.

**Hiring Updates:**

**Administration:**

Assistant Principal-Interim, Denfeld

**Athletics:**

Assistant Coach, JV Softball (East)

Head Coach, Soccer Boys (East)

Head Coach, Football (East)

**Certified:**

Teachers, District Wide (1)

Teachers, High School (2)

Teachers, Special Education (5)

**Non-Certified:**

Child Nutrition (4)

Clerical (1)

Playground/Cafeteria Monitor (7)

Transportation

*Bus Helper (6)*

*Bus Driver (4)*

Paraprofessionals

*Duluth Preschool Paraprofessional (1)*

*Early Childhood Sp. Ed. Paraprofessional (2)*

*Licensed Slgn Language Interpreter (2)*

*Sign Language Facilitator (1)*

*SpEd Paraprofessional-Keyzone (1)*

*Sp. Ed. Building Wide Paraprofessional (2)*

*Sp. Ed. Program Paraprofessional (4)*

*Sp. Ed Student Specific Setting III Paraprofessional (2)*

*Sp. Ed RN or LPN Paraprofessional (1)*

*Tech Tutor (1)*

Maintenance

*Custodian I (1)*

*Floating Custodian (4)*

*Master Electrician (1)*

*Second Shift Engineer II(1)*

*Second Shift Engineer II (2)*

**Contract Negotiations:**

The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association and the Duluth Federation of Teachers. The next negotiation date for the Teachers is January 25, and January 30 with the Directors.

The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	474.00	394.00	80.00	66.00	64.00	84.00	92.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	434.00	368.00	66.00	74.00	74.00	73.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	248.00	213.00	35.00	42.00	46.00	48.00	40.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	523.00	443.00	80.00	103.00	76.00	82.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	300.50	248.50	52.00	52.50	52.00	46.00	54.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	334.00	277.00	57.00	62.00	62.00	52.00	48.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	288.00	240.00	48.00	43.00	53.00	45.00	48.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	327.00	274.00	53.00	52.00	58.00	58.00	52.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	393.00	315.00	78.00	73.00	61.00	66.00	53.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	222.00	182.00	40.00	41.00	32.00	39.00	38.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	630.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244.00	184.00	202.15	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1107.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374.00	347.30	386.55	0.00	0.00	0.00	0.00	
AE Online 650	136.49	460 students 39 non resident open enrolled, 46 FT residents, 375 PT residents average enrollment .30 or 2 classes									0.60	0.75	14.46	31.25	42.03	46.20
Denfeld 215	944.45										0.00	0.00	257.35	275.60	200.35	211.15
East 220	1453.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	388.45	373.35	350.00	342.10	
Merritt Creek Academy 81	77.60	29.00	8.00	2.00	3.00	7.00	6.00	11.00	6.00	4.45	10.00	6.00	9.00	4.15	1.00	
ALC 611	67.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.85	31.00	26.30	
Chester Creek Academy 575	29.00	19.00	0.00	2.00	3.00	5.00	8.00	1.00	2.00	3.00	1.00	2.00	1.00	0.00	1.00	
Rock Ridge Academy 580	43.75	14.00	1.00	5.00	2.00	3.00	0.00	4.00	1.80	4.40	6.00	4.55	8.30	3.70	0.00	
Arrowhead Academy 605	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00	5.00	4.00	4.00	
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	9.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00	1.00	1.00	0.00	1.00	3.00	0.00	
The Bridge 950	18.00	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	18.00	
<b>Total:</b>	<b>8077.84</b>	<b>3017.50</b>	<b>598.00</b>	<b>617.50</b>	<b>586.00</b>	<b>609.00</b>	<b>603.00</b>	<b>602.00</b>	<b>631.00</b>	<b>545.75</b>	<b>608.45</b>	<b>674.81</b>	<b>714.35</b>	<b>638.23</b>	<b>649.75</b>	

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
<b>2023-2024</b>	<b>22-23</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Month Dif</b>	<b>Net</b>		<b>EOY 23-24</b>
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	0.00	0.00	0.00	0.00	0.00	-6.00		1.00	16.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00		-1.00	30.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-5.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	0.00	0.00	0.00	0.00	0.00	1.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	0.00	0.00	0.00	0.00	0.00	0.50		-3.50	26.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	0.00	0.00	0.00	0.00	0.00	-2.00		-9.00	12.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	0.00	0.00	0.00	0.00	0.00	2.00		-2.00	-3.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	0.00	0.00	0.00	0.00	0.00	0.67		8.00	11.17
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	-16.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	0.00	0.00	0.00	0.00	0.00	-1.00	-5.83	-4.00	-10.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	0.00	0.00	0.00	0.00	0.00	3.42		0.15	37.60
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	0.00	0.00	0.00	0.00	0.00	-3.00	0.42	6.25	49.02
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	0.00	0.00	0.00	0.00	0.00	-2.55		42.24	-28.02
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	0.00	0.00	0.00	0.00	0.00	-7.70		-23.75	56.10
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	0.00	0.00	0.00	0.00	0.00	-2.40	-12.65	-113.10	64.65
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	0.00	0.00	0.00	0.00	0.00	-3.18		-7.40	-6.18
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	0.00	0.00	0.00	0.00	0.00	-6.40		-28.85	-19.55
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00		-3.00	-18.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	0.00	0.00	0.00	0.00	0.00	-1.25		-5.25	16.30
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	-4.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-0.25	-0.25
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	0.00	0.00	0.00	0.00	0.00	-13.00		-1.00	-14.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.83	0.00	8.00
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-39.89</b>	<b>-39.89</b>	<b>-149.46</b>	<b>149.01</b>
<b>Change</b>		<b>298.47</b>	<b>-90.93</b>	<b>22.71</b>	<b>-41.35</b>	<b>-39.89</b>	<b>-8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				

**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	0.00	0.00	0.00	0.00	0.00	7.00		165.00	243.80
PK	0.00	32.00	66.00	52.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	52.00	40.40
KA	145.00	148.00	152.00	162.00	161.00	0.00	0.00	0.00	0.00	0.00	-1.00		16.00	153.60
KG	455.00	450.00	445.00	435.00	437.00	0.00	0.00	0.00	0.00	0.00	2.00		-18.00	444.40
1	627.20	618.00	620.00	619.00	617.50	0.00	0.00	0.00	0.00	0.00	-1.50		-9.70	620.34
2	597.00	595.00	592.00	588.00	586.00	0.00	0.00	0.00	0.00	0.00	-2.00		-11.00	591.60
3	615.00	613.00	618.00	619.00	609.00	0.00	0.00	0.00	0.00	0.00	-10.00		-6.00	614.80
4	610.33	602.33	603.00	601.00	603.00	0.00	0.00	0.00	0.00	0.00	2.00		-7.33	603.93
5	610.99	605.99	603.00	598.66	602.00	0.00	0.00	0.00	0.00	0.00	3.34		-8.99	604.13
6	640.00	634.10	637.30	633.30	631.00	0.00	0.00	0.00	0.00	0.00	-2.30	-9.46	-9.00	635.14
7	555.00	542.45	551.75	549.30	545.75	0.00	0.00	0.00	0.00	0.00	-3.55		-9.25	548.85
8	610.23	600.10	606.25	608.63	608.45	0.00	0.00	0.00	0.00	0.00	-0.18	-3.73	-1.78	606.73
9	670.00	656.18	677.65	676.21	674.81	0.00	0.00	0.00	0.00	0.00	-1.40		4.81	670.97
10	711.05	710.05	725.20	722.10	714.35	0.00	0.00	0.00	0.00	0.00	-7.75		3.30	716.55
11	655.20	655.39	654.85	647.93	638.23	0.00	0.00	0.00	0.00	0.00	-9.70		-16.97	650.32
12	725.30	705.78	673.08	657.60	649.75	0.00	0.00	0.00	0.00	0.00	-7.85	-26.70	-75.55	682.30
<b>K 12 Total:</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-39.89</b>	<b>-39.89</b>	<b>-149.46</b>	<b>8143.66</b>
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-8077.84	0.00	0.00	0.00	0.00				



# Child Nutrition Report

## December 2023 Meal Counts

Week of:	Breakfast 12/1/2023	Lunch 12/1/2023	Breakfast 12/4/2023	Lunch 12/4/2023	Breakfast 12/11/2023	Lunch 12/11/2023	Breakfast 12/18/2023	Lunch 12/18/2023	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	104	363	362	1357	494	1706	330	1363			1290	4789	92	342
<b>Denfeld</b>	229	533	946	2149	1156	2709	914	2097			3245	7488	232	535
<b>Harbor City</b>											0	1013	0	72
<b>East High</b>	294	526	1134	2160	1451	2739	1105	2065			3984	7490	285	535
<b>Homecroft</b>	127	353	600	1413	714	1746	538	1403			1979	4915	141	351
<b>Lakewood</b>	81	192	350	763	447	937	313	715			1191	2607	85	186
<b>Lester Park</b>	139	373	513	1127	666	1844	509	1509			1827	4853	131	347
<b>Lincoln park</b>	186	464	789	1761	974	2229	732	1669			2681	6123	192	437
<b>Lowell</b>	261	481	1118	1939	1375	2396	1066	1909			3820	6725	273	480
<b>Laura Macart</b>	194	242	795	994	955	1226	745	912			2689	3374	192	241
<b>Myers-Wilkin:</b>	156	268	653	1053	813	1344	609	1045			2231	3710	159	265
<b>Ordean/East</b>	127	655	574	2654	680	3423	471	2729			1852	9461	132	676
<b>Piedmont</b>	264	375	1098	1525	1360	1860	1057	1514			3779	5274	270	377
<b>Rockridge</b>	29	33	107	137	132	161	110	147			378	478	27	34
<b>Stowe</b>	177	198	756	810	898	977	729	758			2560	2743	183	196
<b>ALC</b>	0	0	36	44	72	84	87	74			195	202	20	20
	1 day	0 ALC	4 days	3 ALC	5days	4 alc	4 days	3ALC			14 DAYS		10 DAYS alc	
	2368	5056	9831	19886	12187	25381	9315	19909	0	0	33701	71245	2413	5095
<b>Denfeld Supp</b>	Mon-thurs	0		479		436		413		0		1328	TOTAL	148
Days of service		0		3		3		3		0			9	Daily

### Full Plate Farm to School Grant School year 24-25

Child Nutrition submitted a grant which was a 50-50 match. We received notification that Duluth Schools was not selected for this grant for school year 24-25. The State of Minnesota received twice the number of applicants than it had funding for. Schools that have never had a grant ranked highest and received the money. Other grant opportunities will be forthcoming.

# Facilities Management & Capital Project Status Report December 1st, 2023

## Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 292 work orders and are currently working on 292 open work orders.
- Facilities have begun constructing the new Computer Maintenance Management System (CMMS) framework.
- Operational Licensing reinspections with the Fire Marshal scheduled to begin January 3rd.
- High School Auditoriums were inspected on November 27th by Southern Minnesota Inspections. Reports on East and Denfeld Auditoriums were received December 11th.
- Lincoln park pool is currently closed due to mechanical issues.

## Capital / Construction

- Work Order has been issued to Smith Clock and Bell for Denfeld clock repairs.
- French Drain repairs at Lowell have been completed along with leveling and grading of the surrounding low area.
- Bids for the resurfacing of the pool at Lincoln Park Middle school have been received. 2 bids received.
- Stretar Masonry has begun block stall construction at Denfeld 3rd floor bathrooms.
- Lowell playground geotechnical surveys with Braun done on Dec. 21st
- DNT architectural and Engineering for renovation underway.

## Discussion with Legal Representation

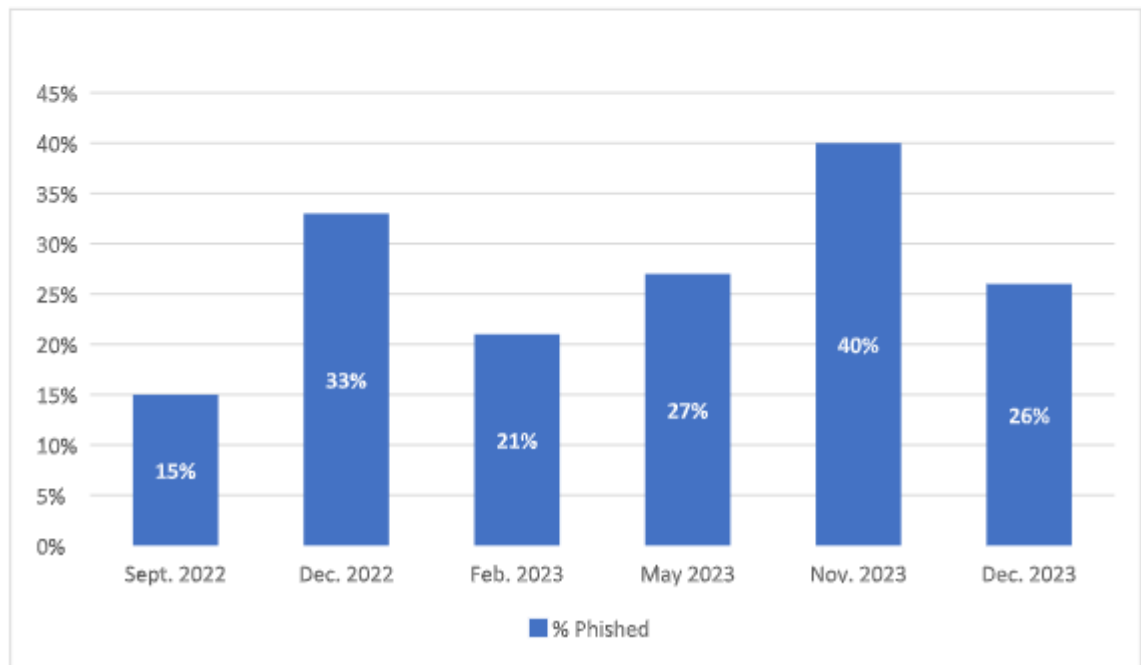
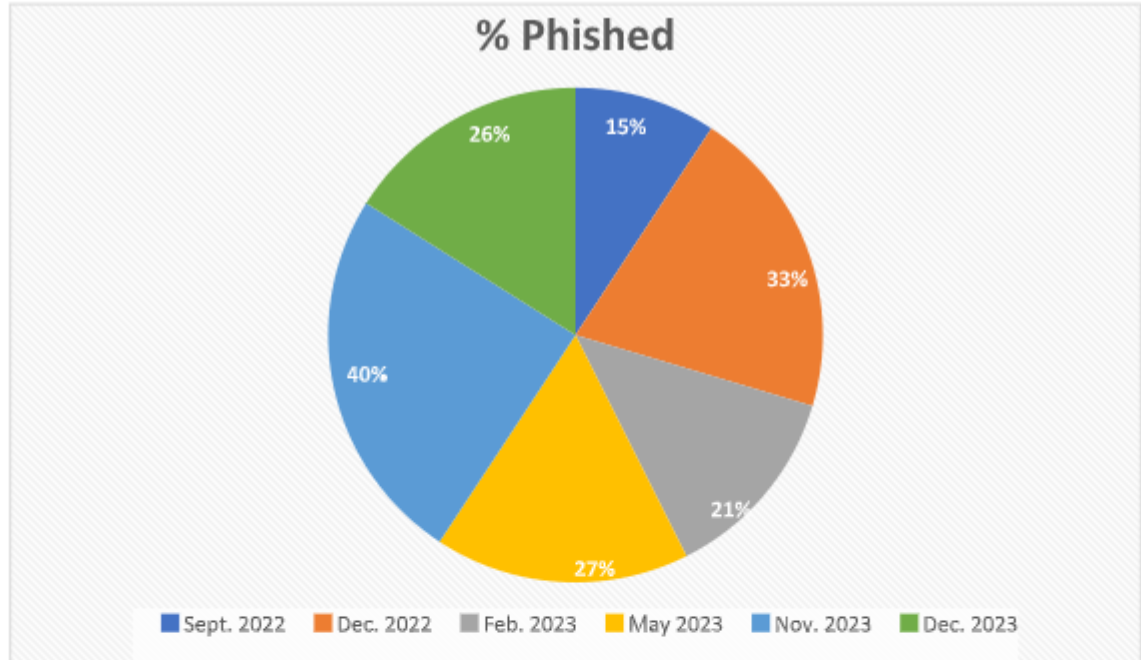
- PSS Track Lane 1 Ponding Remediation is still ongoing.
- Discussion with Mark Knuttson on Liabilities involved with Nature Playscapes
- **Construction Tasks “On The Hill”**
  - DSC, Facilities and Transportation Buildings punch list items are still being addressed with ICS and associated contractors.
  - Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

## Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

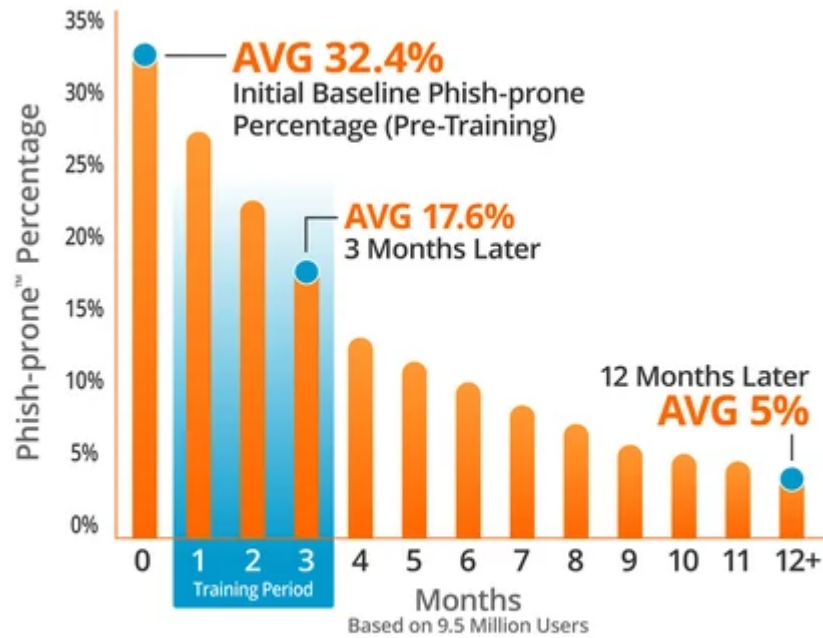
# Technology Department - December 2023 Report

- **Cybersecurity**
  - Infosec IQ PhishSim/Training



○

# Technology Department - December 2023 Report













Source: 2022 KnowBe4 Phishing by Industry Benchmarking Report

Note: The initial Phish-prone Percentage is calculated on the basis of all users evaluated. These users had not received any training with the KnowBe4 console prior to the evaluation. Subsequent time periods reflect Phish-prone Percentages for the subset of users who received training with the KnowBe4 console.

- 
- Google Security
  - Gmail
    - 1.1M Emails Messages Accepted/Delivered. ↓
    - 107K Rejected. ↓
    - 1.1M Spam folders. ↓
    - 6.5K were identified as Phishing. ↓
    - 42 were identified having suspicious attachments. ↑
    - 6.5K were identified as Spoofing. ↓
    - 3.3K email contained a Virus
    - 0 emails were identified as Malware

# Technology Department - December 2023 Report

- Account Information
  - 11,110 Active Accounts. 
  - 26.64TB of storage. 
  - 214K Files shared externally. 
  - 569 Suspicious login attempts. 
  - 1.3K Failed user login attempts. 
  - 55 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
  - None
- **Technology Help Desk Tickets**
  - 271 New Technology Support Tickets Created. 
  - 304 Tickets were resolved. 
  - 213 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
  - DSC BoardRoom AV. CDW-G/Pro-Tech Management Team will be onsite on Friday, January 12.
- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
  - 411.601 kg is our October 2023 Carbon Footprint. 
  - 2.56772 t is our May 2023 - November 2023 Carbon Footprint.

## **Transportation Report December 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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are working towards the full automatic capability in it.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers. We are still short on drivers and have one retiring soon.
- Assistant manager Joe Killian has been dealing with staff and their concerns and occasionally has to sub a route.
- We had a driver that went through the hiring process at the end of December but then never came back.

### Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.
- We have put in an order for two vans that will likely arrive by fall.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 108,335 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

## 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
Area Learning Center	Harborview Family Dental P.L.L.C (Gary Madison, DDS Grant Nelson, DDS Melissa Madison, DMD)	\$250.00	Holiday Auction 2023	
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Holiday Auction 2023	
Area Learning Center	Duluth Federation of Teachers	\$100.00	Holiday Auction 2023	
Denfeld HS	Faye Schueltzle / Tim Schueltzle	\$100.00	Public School Stadium	
District Service Center	Duluth Seaway Port Authority - Shellie Golden	In-kind		This has become a tradition that they give us 15-20 calendars every year. The calendar displays a beautiful photo that depicts our shipping industry.
Districtwide	Mary Junnila, Director at Lighthouse Center for Vital Living	In-kind		The Lighthouse Center for Vital Living donated the R82 Buffalo Stander that is in good condition. They no longer had use for this type of equipment and needed to get rid of it. The school district accepted the donation as a piece of equipment that can be used for students in our district who require assistance/equipment in order to complete weight bearing activities throughout their school day.
Districtwide	Shirley Haglund	\$600.00	Families in Transition Program	
Lester Park ES	Verne, Mari & Matthew Wagner	\$100.00	Spent on a school field trip	In Memory of Patrick Wagner, their son.
Lincoln Park MS	Terese Tomanek - Duluth City Councilor	In-kind		Five new youth coats (with hats) donated.
Districtwide	Duluth's Best Bread	In-kind		Weekly donations of bread that are distributed by the FIT Coordinator

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Project Joy	Marah Evans	Myers-Wilkins Elementary-Social Worker	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that.
Northland Foundation	Katie Scheufeli	DSC-Inclusion Coordinator-Duluth Head Start/Preschool	16,548	14,000 first ask+3750 second ask added.This is additional funding I would like to add to my previously approved grant for the continuation of our Circle of Security journey. Within the previous grant proposal, I had requested funding to train staff to be facilitators of COSP, COSC as well as COSC coaches. The piece I would like to add is a family engagement piece.



RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$21,708,231 TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDDING THE SALE THEREOF

BE IT RESOLVED, by the School Board (the "Board") of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), as follows:

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to Minnesota Statutes, Section 465.71 and Section 475.67, has issued and there is outstanding, the District's (i) \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the "2019A Certificates"); and (ii) \$5,070,000 Refunding Certificates of Participation, Series 2021B dated March 9, 2021 (the "2021B Certificates"). The 2019A Certificates and the 2021B Certificates were issued pursuant to a Lease Purchase Agreement, as amended, and pursuant to a Declaration of Trust by and between the District and Associated Trust Company, National Association (the "Trustee").

B. Under and pursuant to Minnesota Statutes, Chapter 475 (the "Act") and approval by the voters of the District on November 7, 2023 of the following question:

"Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed \$21,800,000 to provide funds to refinance, for general fund operational savings, the District's Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District's facilities throughout the District?"

The District has determined that it is necessary in order for the adjustment of maturities in relation to the resources available for the payment and to provide the District general fund operational savings to refinance outstanding 2019A Certificates and 2021B Certificates as hereinafter provided.

C. The Board has determined to issue its Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A (the "Bonds"), in the amount of \$21,708,231 pursuant to the Act to pay for the refunding a portion of the 2019 Certificates and a portion of the 2021B Certificates, as hereinafter defined, and to pay costs of issuance of the Bonds, and to pledge the District's full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

D. The Board hereby determines that the proceeds of the Bonds shall be used for the defeasance, payment, prepayment and redemption of the 2019A Certificates maturing on and after March 1, 2025 (the "2019 Refunded Certificates") and the 2021B Certificates maturing on and after March 1, 2025 (the "2021 Refunded Certificates") as set forth in the Escrow Agreement authorized in Section 5 hereof. The 2019 Refunded Certificates maturing on and after March 1, 2028 are called for prepayment and redemption on March 1, 2027 (the "2019 Refunded Certificates Redemption Date"). The 2021B Refunded Certificates maturing on and after March 1, 2029 are called for prepayment and redemption on March 1, 2028 (the "2021 Refunded Certificates Redemption Date").

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(6) of the Act to the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on December 19, 2023, entitled “Resolution Regarding the Issuance of Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$21,800,000.

1.04 Finding. All conditions precedent to the issuance of the Bonds pursuant to the Act have been fulfilled. The School Board hereby determines that it is necessary and desirable to finance such refundings and to issue the Bonds therefor.

1.05 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co. Incorporated of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$21,358,231.00, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

B. The actions of the officers of the District, the Superintendent and Executive Director of Business Services taken with respect to the execution on the part of the District of a bond purchase agreement for the sale of the Bonds in accordance with the Purchaser’s proposal and the Parameters Resolution, are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall be issued as capital appreciation bonds which shall mature on March 1 in the years and in the accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original principal amount, accreted amount at maturity (which accreted amount at maturity is also referred to herein as the “accreted maturity amount”), the aggregate original principal amount and the approximate yield to maturity applicable thereto, as follows:

<b>Maturity Date (March 1)</b>	<b>Total Accreted Amount at Maturity</b>	<b>Total Original Principal</b>	<b>Approximate Yield to Maturity</b>
2025	\$1,845,000.00	\$1,749,650.40	5.05%
2027	\$1,535,000.00	\$1,319,455.30	5.00%
2028	\$1,005,000.00	\$821,265.90	5.03%
2029	\$11,810,000.00	\$9,160,544.60	5.08%
2030	\$11,805,000.00	\$8,657,314.80	5.18%
<b>TOTAL</b>	<b>\$28,000,000.00</b>	<b>\$21,708,231.00</b>	

C. The principal maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption. The Bonds shall not be subject to optional redemption or prepayment before maturity.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on March 1, 2024, and semiannually thereafter on each March 1 and September 1 (each referred to herein as a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or is the original principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to each Bond. If the legal opinion is not manually signed, the certificate as to legal opinion, in substantially the form set forth in Section 3 hereof, shall be executed by the manual signature of the Clerk. The Clerk is authorized and directed to execute the certificate in the name of the District upon receipt of the opinion and to file the opinion in the District offices.

2.05 Appointment and Duties of Bond Registrar; Record Date.

A. The School Board hereby appoints U.S. Bank Trust Company, National Association, of St. Paul, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the “Bond Registrar”). No Bond shall be valid or obligatory for any purpose unless or until either: (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) such Bond has been manually executed by at least one officer of the School Board. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the School Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

B. The District shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the District shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the School Board.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the School Board. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the District evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the District and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing. The District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

D. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required (i) to make any transfer or exchange during the 15 days next preceding any payment date on the Bonds (the "Payment Date"), (ii) to make any transfer or exchange of any Bonds called for redemption, or (iii) to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

#### 2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the District has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the District and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the District on each Payment Date to the account of Cede & Co. on each Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and

delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the District and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the accreted amount on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption, if any; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified

and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the District is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the District determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the District shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The District, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the District and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.07 Lost or Damaged Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Payment of Bonds.

A. The District and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the accreted amount on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

B. The accreted amount on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The District shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of the accreted amount.

2.09 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the District and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the District without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

R-\_\_ \$\_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH)

TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION  
REFUNDING BOND  
SERIES 2024A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, 20__	February 8, 2024	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT  
AT MATURITY: \_\_\_\_\_ DOLLARS

Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each March 1 and September 1, commencing March 1, 2024 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity.

The “accreted amount” of this Bond, per \$5,000 of accreted amount at maturity (also referred to as “accreted maturity amount”), as of any given March 1 and September 1 is the original principal amount hereof plus interest accrued or compounded to such date, as set forth on the table attached hereto for each applicable March 1 and September 1.

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such

successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date (the "Payment Date") (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$21,708,231 and a total accreted amount at maturity of \$28,000,000, all of like date and tenor, except as to number, maturity date, denomination and yield, pursuant to the authority contained in Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on January 23, 2024 (the "Resolution"), for the purpose of providing funds to refinance for general fund operational savings and to adjust maturities of existing obligations in relation to the resources available therefor. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are not subject to optional redemption or prepayment before maturity.

The District has qualified the Bonds for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the principal or interest payment on the Bonds on any Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate accreted maturity amount equal to the unpaid accreted maturity amount of this Bond, and of like tenor except as to number and accreted maturity amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate, if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate accreted maturity amount equal to the accreted maturity amount of this Bond, of the same maturity. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.



The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes March 1, 2024) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes March 1, 2024) to such other date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the District is subject to the levy of ad valorem taxes to the extent needed to pay the accreted amount at maturity hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the District.

IN WITNESS WHEREOF, Independent School District No. 709, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Chair and attested by the facsimile signature of the Clerk.

ATTEST:

(form – no signature required)  
Clerk

(form – no signature required)  
Chair

Date of Authentication: \_\_\_\_\_

#### BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
St. Paul, Minnesota  
Bond Registrar

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank Trust Company, National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner’s attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on said books in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
02/08/2024	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

Date	Bond Component 3/1/2025 5.05%	Bond Component 3/1/2027 5.00%	Bond Component 3/1/2028 5.03%	Bond Component 3/1/2029 5.08%	Bond Component 3/1/2030 5.18%
02/08/2024	\$4,741.60	\$4,297.90	\$4,085.90	\$3,878.30	\$3,666.80
03/01/2024	\$4,756.75	\$4,311.45	\$4,098.90	\$3,890.75	\$3,678.80
09/01/2024	\$4,876.85	\$4,419.25	\$4,202.00	\$3,989.60	\$3,774.10
03/01/2025	\$5,000.00	\$4,529.75	\$4,307.70	\$4,090.90	\$3,871.85
09/01/2025	--	\$4,642.95	\$4,416.00	\$4,194.85	\$3,972.10
03/01/2026	--	\$4,759.05	\$4,527.10	\$4,301.40	\$4,075.00
09/01/2026	--	\$4,878.00	\$4,640.95	\$4,410.65	\$4,180.55
03/01/2027	--	\$5,000.00	\$4,757.65	\$4,522.65	\$4,288.80
09/01/2027	--	--	\$4,877.30	\$4,637.55	\$4,399.90
03/01/2028	--	--	\$5,000.00	\$4,755.35	\$4,513.85
09/01/2028	--	--	--	\$4,876.10	\$4,630.75
03/01/2029	--	--	--	\$5,000.00	\$4,750.00
09/01/2029	--	--	--	--	\$4,873.75
03/01/2030	--	--	--	--	\$5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

\_\_\_\_\_  
\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the District or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

Section 4. Covenants, Accounts and Representations.

4.01 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the “Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A Debt Service Fund” (the “Debt Service Fund”).

B. There is hereby pledged and appropriated and there shall be credited to the Debt Service Fund: (i) the accrued interest in the amount of \$0.00; (ii) the rounding in the amount of \$1,429.28; (iii) the ad valorem taxes hereinafter levied; and (iv) investment earnings on the monies identified in the foregoing clauses (i) through (iii). The proceeds of the Bonds described in clauses (i) and (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

C. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the Executive Director of Business Services shall pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied.

#### 4.02 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the District are hereby irrevocably pledged. There is hereby levied a direct, annual, ad valorem tax upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on *Exhibit A* hereto and incorporated herein by reference as though fully specified in this Section.

B. Said levies are such that if collected in full they will produce between five and six percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the District may reduce or cancel the above levies to the extent of the amount which has been appropriated to and is on deposit in the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.03 Investments. Monies on deposit in the Debt Service Fund may, at the discretion of the Executive Director of Business Services, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

#### 4.04 Minnesota School District Credit Enhancement Program.

A. The Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55. The Board covenants and obligates itself to deposit with the Bond Registrar, as paying agent, three business days prior to any payment date an amount sufficient to make the payment of accreted maturity amount due or to notify the State of Minnesota Commissioner of Education not less than 15 working days prior to such payment date that it is unable to make all or a portion of the payment due on such payment date. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

B. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of the accreted maturity amount on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55 and otherwise to take such actions as necessary to comply with that section.

#### Section 5. Refunding.

A. The form of the Escrow Agreement proposed to be made and entered into between the District and Associated Trust Company, National Association (the “Escrow Agent”), which provides for (i) the payment of the principal and interest due on the 2019 Refunded Certificates from September 1, 2024 through March 1, 2027 and the prepayment and redemption of the 2019 Refunded Certificates maturing on and after March 1, 2028 on the 2019 Refunded Certificates Redemption Date; and (ii) the payment of the principal and interest due on the 2021 Refunded Certificates from September 1, 2024 through March 1,

2028 and the prepayment and redemption of the 2021 Refunded Certificates maturing on and after March 1, 2029 on the 2021 Refunded Certificates Redemption Date. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement substantially in the form now on file with the Clerk.

B. The District shall pay the March 1, 2024 principal and interest due on the 2019A Certificates and the 2021B Certificates from its funds outside the Escrow Agreement.

C. The officers and other agents or employees of the District are hereby authorized to do all acts and things required by or in connection with this Resolution, the refunding of the 2019 Refunded Certificates, the 2021 Refunded Certificates, the Escrow Agreement and the Bonds.

Section 6. Certificates of Proceedings; Miscellaneous.

6.01 Filing of Resolution; County Auditor Certificate. The Clerk is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

6.02 Authentication of Transcript. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the District relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the District and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Chair and Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 Absent or Disabled Officers. In the event of the absence or disability of the Chair, Clerk or Executive Director of Business Services, such officers or members of the Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.05 Defeasance. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as

amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Continuing Disclosure. The Board of the District acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 8. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the Bonds. The Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 23<sup>rd</sup> day of January, 2024.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution # \_\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

**EXHIBIT A**

**TAX LEVY SCHEDULE**

<b>Levy Year</b>	<b>Collection Year</b>	<b>Tax Levy</b>
2023	2024	\$1,937,250.00
2024	2025	\$0.00
2025	2026	\$1,611,750.00
2026	2027	\$1,055,250.00
2027	2028	\$12,400,500.00
2028	2029	\$12,395,250.00

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ST. LOUIS     )

I, the undersigned, the duly elected, qualified and acting Clerk of the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), do hereby certify that I am the official custodian of the records of the District, and that I have compared the attached copy with the original records of the District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth in said State, on January 23, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the District, on January 23, 2024.

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Clerk

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**HUMAN RESOURCES ACTION ITEMS FOR: January 16, 2024**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
STRAND, JOHN C	LTS ENGLISH TCHR/EAST, (BA) III 8,1.0, PETERSON K. MEDICAL LEAVE	01/02/2024
VIGER, SARAH E	ENGLISH AS SECOND LANGAUGE/DISTRICT WIDE, (MA) IV 2 1.0, TEMP POSITION	12/12/2023
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
PETERSON, KIRSTIN N	HONORS ENGLISH TEACHER/EAST	12/20/2023 02/23/2024
YANKOWIAK, KATIE M	SPED PHYSICAL THERAPY TEACH/DISTRICT WIDE	02/13/2024 03/26/2024
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
EMERSON, MICHAEL J	ASSISTANT PRINCIPAL/ORDEAN-EAST MS	01/10/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JAMAR, CINDY M	GRADE 4 TEACHER/LESTER PARK ES	06/07/2024
KOPP, DANIEL C	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
LOFSTUEN, KATHLEEN M	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
SORBO, GWEN V	GRADE 3 TEACHER / LESTER PARK ES	06/07/2024
TRACEY, POLLY L	SECONDARY READING INTERVENTION TEACHER/ORDEAN -EAST MS	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUDISALOVICH, CINDY M	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$15.00/HR	01/02/2024
DEVRIES, CHERILYN M	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.31/HR, TEMP POSITION, SHORTER S. MATERNITY LEAVE	12/20/2023
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE, \$1,979/WK, BINESIIKWE RESIGNED	01/02/2024
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.80/HR, NORLAND S. TRANSFER	12/14/2023
LOVEJOY, TERRANCE E	HOURLY CUSTODIAN/DISTRICT WIDE, 20/52WKS, \$15.00/HR	12/11/2023
MCDONALD, KEELY A	NUTRITIONAL SERVICE ASSISTANT/ORDEAN, 17.5/38WKS, \$15.22/HR	12/07/2023
PETERSON, BRUCE A	BUS DRIVER/DISTRICT WIDE, 25/38WKS, \$21.08/HR, TADEVICH G. RESIGNED	12/13/2023
WALSBURG, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	12/13/2023
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BALSAVICH, JANEL E	ECFE PARAPROFESSIONAL/DW	12/22/2023 06/07/2024
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DW	01/02/2024 04/01/2024
SMITH, JAMIE L	SUPERVISORY PARA/DENFELD	12/13/2023 03/13/2024
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT ES	12/21/2023
GEARY, CANDICE R	PRE K PROGRAM PARA/MYERS-WILKINS ES	12/11/2023
KAUFFMAN, BRENDA L	HRLY CAFETERIA-PLAYGROUND MONITOR/ LAURA MAC ES	12/21/2023
KLINE, KATHARINE L	SPED PROG PARA SETTING III/IV - LOWELL ES	12/14/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA-EAST HS	01/05/2024
OLSON, SARAH L	SPED PROG PARA SETTING III/IV - LESTER PARK ES	12/31/2023
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV / EAST HS	12/21/2023

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report Jan. 16, 2024 Committee Meeting

REVENUES	23-24		23-24		23-24		23-24		1/11/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		Jan 1 2024	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE			
General	1	\$126,200,922.80	\$127,385,532.17	\$42,948,941.69	-\$0.01	\$84,436,590.47			34%	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$2,066,085.84		\$1,973,114.16			51%	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,639,267.99		\$5,381,673.13			23%	
Community Ed	4	\$8,495,545.00	\$8,497,590.00	\$2,463,549.23	\$ -	\$6,034,040.77			29%	
Operating Capiatl	5	\$2,742,547.00	\$2,742,547.00	\$1,197,348.41	\$ -	\$1,545,198.59			44%	
Building Construction	6	\$ -	\$ -	\$ -		\$ -				
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,010,554.02	\$ -	\$21,636,668.98			9%	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00			0%	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$413,500.12	\$ -	\$536,499.88			44%	
Student Acitivity	79	\$58,406.00	\$585,259.43	\$199,382.84	\$ -	\$385,876.59			34%	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,144,392.72</b>	<b>\$52,938,630.14</b>	<b>-\$0.01</b>	<b>\$122,205,762.57</b>	<b>\$ -</b>		<b>30%</b>	

EXPENSES	23-24		23-24		23-24		23-24			
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June				
General	1	\$120,283,293.86	\$120,803,926.74	\$52,213,634.94	\$4,493,092.89	\$64,097,198.91			47%	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$2,046,594.37	\$1,761,879.32	\$204,402.31			95%	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$3,820,606.95	\$391,651.73	\$2,537,374.08			62%	
Community Ed	4	\$7,630,865.00	\$9,630,865.00	\$3,688,437.74	\$25,432.37	\$5,916,994.89			39%	
Operating Capiatl	5	\$7,999,619.25	\$7,999,619.25	\$4,441,422.46	\$870,384.19	\$2,687,812.60			66%	
Building Construction	6	\$ -	\$ -	\$2,832,537.50	\$4,800.00	-\$2,837,337.50				
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55			10%	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00			0%	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$381,551.01	\$ -	\$533,448.99			42%	
Student Acitivity	79	\$306,948.00	\$276,264.96	\$110,384.53	\$4,515.88	\$161,364.55			42%	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$174,281,934.71</b>	<b>\$71,791,631.95</b>	<b>\$7,551,756.38</b>	<b>\$94,938,546.38</b>	<b>\$ -</b>		<b>46%</b>	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$40,463.50	Program 298	Revenue \$293,193.59
Program 110 Admin	\$ -	Program 298	Expense \$300,404.61
Program 108 Tech	\$1,735,572.00		
Program 203 Elem	\$732,158.39		
Program 211 Secondary	\$617,061.32		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportatio	\$ -		
Program 740 Pupil Engage	\$3,663.38		
	\$3,128,918.59		

*Draft: 1/15/2024*

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**ESCROW AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), ST. LOUIS COUNTY, MINNESOTA**

**and**

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION**

**as Escrow Agent**

**Dated as of February 8, 2024**

**Relating to**

**Independent School District No. 709  
(Duluth), St. Louis County, Minnesota**

**\$24,130,000 Refunding Certificates of Participation, Series 2019A  
dated May 29, 2019**

**and**

**\$5,070,000 Refunding Certificates of Participation, Series 2021B  
dated March 9, 2021**

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This Escrow Agreement, dated as of February 8, 2024 (the “Escrow Agreement”), is between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), St. Louis County, Minnesota (the “District”) and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, in Green Bay, Wisconsin, a national banking association (the “Escrow Agent”).

BACKGROUND:

WHEREAS, the District and the Escrow Agent, as vendor, entered into a Lease Purchase Agreement dated as of October 1, 2009, as amended (the “Contract”), to provide school facilities; and

WHEREAS, pursuant to a Declaration of Trust dated October 1, 2009, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019 and the Supplement to Declaration of Trust dated as of March 1, 2021 (the “Declaration”) between the District and the Escrow Agent, as trustee, Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, in the original principal amount of \$24,130,000 (the “2019A Certificates”), were issued to refinance the school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2019A Certificates, which are outstanding and mature, or are subject to mandatory redemption, on and after March 1, 2025 (the “2019A Refunded Certificates”); and

WHEREAS, the 2019A Refunded Certificates maturing on and after March 1, 2028, are subject to redemption and prepayment on March 1, 2027 (the “2019A Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to the Declaration, Refunding Certificates of Participation, Series 2021B dated March 9, 2021, in the original principal amount of \$5,070,000 (the “2021B Certificates”) were issued to refinance school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2021B Certificates which are outstanding and mature, or are subject to mandatory redemption on and after March 1, 2025 (the “2021B Refunded Certificates”); and

WHEREAS, the 2021B Refunded Certificates maturing on or after March 1, 2029, are subject to redemption and prepayment on March 1, 2028 (the “2021B Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to Sections 8.01 and 8.02 of the Declaration, the 2019A Refunded Certificates and the 2021B Refunded Certificates (collectively, the “Refunded Certificates”) may be deemed to be paid and discharged and the lien of the Declaration to the Refunded Certificates shall be terminated when there shall have been provided for by irrevocably depositing with the Escrow Agent and irrevocably setting aside for such payments (i) monies sufficient to make such payments, or (ii) Governmental Obligations (as defined in the Declaration) maturing as to principal, together with interest thereon, in such amounts and at such times as to provide sufficient monies to make such payments, and the necessary and proper fees and expenses of the Escrow Agent; and

WHEREAS, the District has determined to provide, through the issuance of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024 (the “Bonds”), the proceeds of which will be used for the purpose of providing the funds for the deposits required by the Declaration to defease, pay and prepay the Refunded Certificates; and

WHEREAS, the Refunded Certificates are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds for the Bonds are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance, are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special account sufficient to ensure (i) the payment of the principal of and interest on the Refunded Certificates (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The District has, in accordance with a resolution of its governing body, adopted on January 23, 2024, caused to be issued and sold the Bonds for the purpose of funding the Escrow Account under this Escrow Agreement, from which shall be paid: (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the District directs the Escrow Agent that:
- i. proceeds of the Bonds in the amount of \$21,285,826.85 (the “Proceeds”); plus
  - ii. funds of the District in the amount of \$0.00;

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);

b. to establish a beginning cash deposit in the Escrow Account (the “Cash Balance”), all as set forth on Exhibit A;

c. to payment of the Rental Payments of the Contract represented by the 2019A Refunded Certificates, consisting of principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1;

d. to redeem and prepay at the Prepayment Price under the Contract represented by the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunding Certificates Redemption Date in accordance with the notice shown on Exhibit D-1;

e. to payment of the Rental Payments under the Contract represented by the 2021B Refunded Certificates consisting of principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024 and each March 1 and September 1 thereafter through March 1, 2028 as provided in Section 1; and

f. to redeem and prepay at the Prepayment Price under the Contract represented by the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date, in accordance with the notice shown on Exhibit D-2.

B. The District further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be used to pay the amounts and on the dates set forth in Section 1.

C. The Escrow Agent shall provide the Notices of Defeasance and Call for Redemption as set forth on Exhibits C-1 and C-2 and the Notices of Call for Redemption as set forth on Exhibits D-1 and D-2 to the owners of the Refunded Certificates at the time and in the manner required in Sections 3.05 and 8.02 of the Declaration and in accordance with Section 6 of this Escrow Agreement.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account under the Prepayment Fund created in the Declaration, which shall be a special, segregated and irrevocable Escrow Account in the name of the District.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Certificates. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in escrow and shall be applied solely in accordance with the provisions hereof and of the Declaration.

C. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the District, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof

required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in the Escrow Account separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

D. Except as set forth herein, or as may be directed by the District if accompanied by a legal opinion of nationally-recognized bond counsel, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The District and the Escrow Agent acknowledge receipt of a report of Robert Thomas CPA, LLC, of Minneapolis, Minnesota, certified public accountants (the “Escrow Verification Report”), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay (i) principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1, and to redeem and prepay the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunded Certificates Redemption Date; and (ii) principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2028, as provided in Section 1 and to redeem and prepay the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date.

Section 5. District Covenants.

A. The District covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6 of this Escrow Agreement that monies on hand in the Escrow Account and available for payment of the Refunded Certificates, as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Certificates, the District will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable.

B. The District covenants that any monies in the special Escrow Account held by the Escrow Agent for the payment and discharge of the Refunded Certificates which remain after the 2021B Refunded Certificates Redemption Date and are returned to the District in accordance with this Agreement, will be utilized in accordance with the Declaration.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent shall mail the Notices of Defeasance and Call for Redemption attached hereto as Exhibits C-1 and C-2 to the applicable holders of the Refunded Certificates within 30 days of the date of this Agreement as required by Minnesota Statutes, Section 475.67,

Subd. 7. The Escrow Agent agrees with respect to the Notices of Call for Redemption of the applicable Refunded Certificates, attached hereto as Exhibits D-1 and D-2, that:

i. if it is the bond registrar and paying agent for the Refunded Certificates, it shall provide written notice of redemption to the holders of the Refunded Certificates as and when required by the Declaration; and

ii. notwithstanding the foregoing, if the Refunded Certificates are registered in the name of Cede & Co., as nominee for DTC, it will send the notice of redemption to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the notice of redemption at least 32 days prior to the applicable Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements).

B. The Escrow Agent agrees with respect to payments and prepayments of the principal of and interest on (i) the 2019A Refunded Certificates and on the 2019A Refunded Certificates Redemption Date, and (ii) the 2021B Refunded Certificates and on the 2021B Refunded Certificates Redemption Date, as provided for in Section 2, that it shall remit from the Escrow Account directly to the holders of the applicable Refunded Certificates the money required for the Rental Payments under the Contract represented by the Refunded Certificates as set forth in Section 1.

C. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

D. The Escrow Agent shall immediately notify the District if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of principal of and interest on the Refunded Certificates and for prepayment of the Refunded Certificates as set forth in Section 1 are insufficient to make such payment.

E. The Escrow Agent shall return to the District any monies held in escrow for the payment and discharge of any of the Refunded Certificates which remain after the Redemption Date.

F. The Escrow Agent shall furnish to the District an annual report, as soon as possible and in any case within 60 days after the end of each calendar year, showing receipts and disbursements by the Escrow Agent hereunder for such calendar year.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by the Chair and the Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the District to the effect that a resolution in the form therein set forth has been adopted by the District as conclusive evidence that such resolution has been duly adopted and is in full force and effect.



Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of monies in the Escrow Account as herein provided; and (d) providing the notices of defeasance and notices of call for redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$2,400.00 which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the District.

Section 10. Concerning the Refunded Certificate Holders. This Escrow Agreement shall be binding upon and inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Certificates. Such third-party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Certificates have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Certificates are not presented to the bond registrar and paying agent for the Refunded Certificates for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Declaration.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the District: Independent School District No. 709  
Attention: Executive Director of Business Services  
709 Portia Johnson Drive  
Duluth, MN 55811

To Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

To the Escrow Agent: Associated Trust Company, National Association  
200 North Adams Street  
P.O. Box 19006  
Green Bay, Wisconsin 54307-9006

To DTC: The Depository Trust Company  
Attention: Call Notification Department, 4<sup>th</sup> Floor  
570 Washington Blvd.  
Jersey City, NJ 07310

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A Sources and Uses of Funds  
Exhibit B Federal Securities  
Exhibit C-1 Notice of Defeasance and Call for Redemption-2019A Certificates  
Exhibit C-2 Notice of Defeasance and Call for Redemption-2021B Certificates  
Exhibit D-1 Notice of Call for Redemption-2019A Certificates  
Exhibit D-2 Notice of Call for Redemption-2021B Certificates

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

Attest:

By \_\_\_\_\_  
Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

(Signature page to Escrow Agreement between Independent School District No. 709, Duluth, Minnesota, and Associated Trust Company, National Association, dated as of February 8, 2024)

**EXHIBIT A**  
**SOURCES AND USES OF FUNDS**

<b>SOURCES OF FUNDS</b>	
Principal Amount of 2024A Bonds	\$21,708,231.00
Net Original Issue Premium	0.00
Accrued Interest	0.00
District Debt Service Funds	0.00
<b>TOTAL</b>	<b>\$21,708,231.00*</b>
<b>USES OF FUNDS</b>	
Federal Securities	\$21,285,826.00
Cash Balance	0.85
Underwriter Discount	350,000.00***
Costs of Issuance for the 2024A Bonds	70,974.87**
Deposit to District Debt Service Fund	1,429.28**
<b>TOTAL</b>	<b>\$21,708,231.00</b>

\* Proceeds and District Funds (Bonds Proceeds) deposited with Escrow Agent (except for Underwriter Discount)

\*\* Proceeds for Costs of Issuance (other than the \$2,400.00 for Escrow Agent fees) and amount to be deposited in District's Debt Service Fund for the Bonds, deliver to the District

\*\*\* Underwriter Discount by the purchaser of the Bonds retained

**EXHIBIT B**  
**FEDERAL SECURITIES**



*ESCROW DESCRIPTIONS*

Independent School District No. 709, (Duluth), St. Louis County, Minnesota  
Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A  
Taxable AR of 2019A and 2021B COPs  
Non-Callable  
VERIFIED FINAL NUMBERS

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 8, 2024:							
	SLGS	Note	03/01/2025	09/01/2024	1,683,582	4.830%	4.830%
	SLGS	Note	03/01/2026	09/01/2024	1,812,798	4.350%	4.350%
	SLGS	Note	03/01/2027	09/01/2024	15,508,695	4.110%	4.110%
	SLGS	Note	03/01/2028	09/01/2024	2,280,751	4.010%	4.010%
					21,285,826		

SLGS Summary

SLGS Rates File	09JAN24
Total Notes	21,285,826.00

## EXHIBIT C-1

### NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2027, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2027, and to prepay and redeem the Certificates maturing on and after March 1, 2028 on March 1, 2027, and to defease the following outstanding Refunded Certificates of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, having stated maturity dates of March 1 in the years 2025 through 2029, 2032 and 2034, both inclusive, totaling \$17,825,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-6	2025	\$1,350,000	3.25%	264474 JC2
R-7	2026	\$1,400,000	4.00%	264474 JD0
R-8	2027	\$1,460,000	4.00%	264474 JE8
R-9	2028	\$1,525,000	4.00%	264474 JF5
R-10	2029	\$1,595,000	4.00%	264474 JG3
R-11	2032	\$5,430,000	4.00%	264474 JH1
R-12	2034	\$5,065,000	4.20%	264474 JJ7

The Refunded Certificates maturing on and after March 1, 2028 are being called at a price of par plus accrued interest to March 1, 2027, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2027. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

## EXHIBIT C-2

### NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2028, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2028, and to prepay and redeem the Certificates maturing or subject to mandatory redemption on and after March 1, 2029 on March 1, 2028, and to defease the following outstanding Refunded Certificates of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021, having stated maturity dates of March 1 in the years 2028 and 2032, totaling \$3,695,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-4	2028	\$1,875,000	2.60%	264474 JV0
R-5	2032	\$1,820,000	3.00%	264474 JW8

The 2028 Maturity of the Refunded Certificates, as provided in the Supplement to Declaration of Trust dated as of March 1, 2021, will be subject to the mandatory sinking fund redemption on March 1 of the following years and in the following amounts:

<i>Year</i>	<i>Amount</i>
2025	\$460,000
2026	460,000
2027	470,000
2028	485,000

The Refunded Certificates maturing in 2032 are being called at a price of par plus accrued interest to March 1, 2028, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2028. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION



**EXHIBIT D-1**

**NOTICE OF CALL FOR REDEMPTION  
\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2027 (the “Redemption Date”), all outstanding obligations of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “Certificates”), having stated maturity dates of March 1 in the years 2028, 2029, 2032 and 2034, totaling \$13,615,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2028	\$1,525,000	264474 JF5
2029	\$1,595,000	264474 JG3
2032	\$5,430,000	264474 JH1
2034	\$5,065,000	264474 JJ7

The Certificates are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. **The redemption of the Certificates is contingent upon the receipt by Associated Trust Company, National Association, as trustee, of sufficient funds by 9:00 a.m. CT on the Redemption Date.** Holders of the Certificates hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

**EXHIBIT D-2**

**NOTICE OF CALL FOR REDEMPTION  
\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2028 (the “Redemption Date”), all outstanding obligations of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 (the “Certificates”), having a stated maturity date of March 1, 2032, totaling \$1,820,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2032	\$1,820,000	264474 JW8

The Certificates to be prepaid are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. Holders of the Certificates to be prepaid are hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

**ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
713 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **BID – 1321 COMMERICAL POOL RENOVATION SERVICES**  
**Date:** December 27, 2023

BID is for Commerical Pool Renovation Services at Lincoln Park Middle School.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
HORIZON COMMERCIAL POOLS	\$222,214.00
GLOBAL SPECIALTY CONTRACTORS	\$380,718.40

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Corey Karren reviewed the RFP.

Bryan Brown, Manager of Facilities, recommends accepting and awarding the BID meeting specifications as submitted by HORIZON COMMERCIAL POOLS for the amount of **\$222,214.00**.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

**Program:** Facilities

**Fund Custodian:** Bryan Brown, Manager of Facilities

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Jill Lofald, Board Chair

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8700

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP #320 ENGINEERING SERVICES/TRANSPORTATION  
BUILDING ADDITION**  
**Date:** January 11, 2024

The quote is for professional engineering services for addition construction to the transportation building and salt storage area.

Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 56,000.00
NORTHLAND CONSULTING ENGINEERS	\$ 58,460.00
ICS	\$151,522.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **\$56,000.00** for the **ENGINEERING SERVICES/TRANSPORTATION BUILDING ADDITION**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

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Jill Lofald, Board Chair

**Expenditure Contracts Signed  
December 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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Rapp Strategies, Inc.	\$20,000.00*	Office of the Superintendent (DU)	Communication/planning support services for potential Spring 2024 referendum
Creedence Diver	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Annabelle McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
John McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Clayton Kettelhut Jr.	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Cruz Whitebird	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Elaina Martinez	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Aesa Howes	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Emma Hillinaay	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Christy Martin	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month

Per Mar Security Services	Final TBD (\$39.00/hour; \$58.50 overtime)	TLE (DU)	Security services for ALC
United Bus Sales	\$85,751.00*	Transportation (DR)	2018 IC used school bus
Frank Rockensock	\$50.00*	Office of Education Equity (OEE) (DR)	Performance at East HS for Native American Heritage Month
George Sales	\$800.00*	OEE (DR)	Beading activity with Ojibwemowin language students and teachers
Blair Powless	\$10,000.00*	OEE (DR)	Provide social studies lessons at the high school level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the US
Lakewood Little Lynx Preschool	\$2,240.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Early Learning	\$4,500.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	\$3,780.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Michelle Goose	\$2,000.00*	Early Childhood (DR)	Creating monthly lesson plans for the Head Start and Preschool classrooms
Lynn Halbrook	\$350.00*	Early Childhood (DR)	Present an edutainment based on the books of Dr. Seuss
Pamela Rees	\$8,000.00*	Early Childhood (DR)	Consultation on self-assessment, enrollment reduction, no cost waivers, community needs assessment and other grant specific items
Liz Raihala	\$200.00*	Lakewood ES (DU)	Piano accompanist for Lakewood holiday concert



December 28, 2023

John Magas, Superintendent  
Independent School District 709  
4316 Rice Lake Road Suite 108  
Duluth, MN 55811

Dear John:

This letter is the agreement ("Agreement") between Rapp Strategies, Inc. ("Rapp Strategies") and Independent School District 709 ("Client") wherein Rapp Strategies will provide strategic counsel and communications services to the Client described substantially below. This Agreement shall be effective from January 2, 2024 until May 31, 2024.

1. The Client and Rapp Strategies are entering this Agreement to provide strategic counsel, and public information and engagement activities for a May 2024 referendum seeking the approval of capital projects levy. The scope of services for the project includes:
  - a. Strategic counsel to assist development of the Client's public information and engagement strategies;
  - b. A plan to inform residents about the district's plan and the need for a referendum, including designing research, if requested;
  - c. Regular in-person or virtual meetings to manage communications activities;
  - d. Drafts core messaging to inform voters about the plan and referendum;
  - e. Develop an editorial calendar for traditional and digital media;
  - f. Revise design and population of a referendum microsite;
  - g. Design a fact sheet and evolving FAQs for public communications;
  - h. Preparation for media interviews;
  - i. Drafts of up to (4) newspaper/newsletter columns or Letters to the Editor;
  - j. Drafts of up to six (6) email or newsletter communication;
  - k. Drafts of a 12-15 slide PowerPoint presentation for public meetings;
  - l. Drafts of content and design for up to three social media posts per week.

Todd Rapp, CEO of Rapp Strategies, shall be the strategic leader for this project. Jodi Boyne, Senior Director, will lead implementation of the communications plan with other Rapp Strategies staff members managing development of materials, as needed.

2. Rapp Strategies shall invoice client for professional fees and expenses for the services described in Paragraph 1 in the amount of \$4,000 monthly for January, February, March, April, and May 2024. No additional amounts shall be invoiced except under the terms of Paragraphs 3 and 8.
3. At the written or emailed request of the Client, Rapp Strategies will provide additional work product outside of the scope of services in Paragraph 1, capped at \$2000 in additional

Rapp Strategies, Inc.

fees in any month. Fixed fees for additional communication materials would include, but are not limited to:

- a. Fact sheet, \$650
- b. Column newsletter article, \$450
- c. Print ad, poster or yard sign, \$400
- d. Election postcard mailer, \$750
- e. Graphic design for comparative charts and spending breakdowns, \$200
- f. Emails or letters to the editor, \$200
- g. Content for video scripts and graphics for videos, \$500
- h. Additional talking points for administration, school board members, and staff, beyond the core messages and fact sheet provided in Paragraph 1, \$400

Payment for the additional services shall be made in accordance with the payment terms specified in Paragraph 4.

4. The Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
6. Rapp Strategies will maintain website design services using the Squarespace template that was published on the Client's account for the November 2023 referendum on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for managing and maintaining the website and the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and Client-approved content may be populated to the website.
7. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, Client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.
8. The Client agrees to directly pay vendors for the production of the materials developed by Rapp Strategies to support the communications plan described in Paragraph 1. Rapp Strategies recommends that clients use local third-party vendors for production expenses as much as possible. If requested by the Client in writing, Rapp Strategies will contract directly with its vendor partners on the behalf of a Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account fees. In such cases, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of





managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of ten percent (10%) to the vendor's invoice when Rapp Strategies bills the Client for vendor's services. Any vendor expense shall be itemized as part of the invoice described in Paragraph 2 and vendor costs may exceed the monthly caps defined in Paragraphs 2 and 3. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate.

9. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.
10. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
11. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
12. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client. "Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.
13. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
14. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against



any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.

15. This Agreement may be terminated within 30 days following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client (in the case of termination by Rapp Strategies) provided above. Any retainer, partial retainer or other amounts due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.
16. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.
17. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.
18. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

SIGNATURE PAGE FOLLOWS



Sincerely,

Rapp Strategies, Inc.

A handwritten signature in black ink, appearing to read 'Todd Rapp'.

By: Todd Rapp, CEO  
Date: December 28, 2023

Accepted as of the 4 day of January, 2024 by the "Client", described above.

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

*John Magas*  
*John Magas*  
*Superintendent*

Budget Code

01 E 005 020 000 305 000

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Creedence Diver, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

*Performance at EHS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 9080 8087 Simon Road Cloquet, MN 55720.

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.

Creedence Diver [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Creedence Diver  
 8087 Simon Rd.  
 Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
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 Zunic 11/18/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Anabelle McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720.

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.

Annabelle McMillen \_\_\_\_\_ 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Annabelle McMillen  
 1787 Wolf Ridge Rd  
 Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	DOS	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Imine Znuich \_\_\_\_\_ 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

John

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and John McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at ETS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720 :

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.

John McMillen

SSN/Tax ID Number

11/20/23

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 Executive Director of Finance & Business Services 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).

John McMillen  
1787 Wolf Ridge Rd.  
Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	005	203	101	306	013
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

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

12/8/23  
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Clayton Kettelhut Jr., 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS for NA Heritage assembly

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2467 Hwy 210 Cloquet, MN 55720.

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.

Clayton Kettelhut Jr [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Clayton Kettelhut Jr  
 2467 Hwy 210  
 Cloquet mn 55718

**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
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 Zwick 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cruz Whitebird, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS NA Heritage Assembly.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 498 Twin Lakes Drive Cloquet, MN 55720.

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
 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Cruz Whitebird  
 498 Twin Lakes Dr.  
 Cloquet Mn 55720

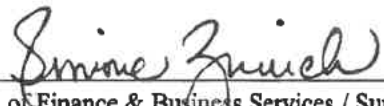
**Please check the appropriate line below:**

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

01	E	005	203	141	344	013
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
 12/8/23  
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Elaina Martinez, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

NA Heritage Month performance at EHS.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2001 Washington Ave CMS Tara Anders :  
40  
Clouet, MN 55720

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.

Elaina Martinez [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Cloquet Middle School  
 c/o Tara Anderson (AIE)  
 2001 Washington Ave  
 Cloquet MN 55720

**Please check the appropriate line below:**

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

01	E	005	203	161	366	013
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 Zupich 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Aisa Howls, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

NA Heritage month performance.  
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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 11409 Perch Lake Drive Duluth MN 55808.

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.

Nesa Hines \_\_\_\_\_ [Redacted] 11/21/27  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	101	364	013
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 Zunic \_\_\_\_\_ 12/18/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of November 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Emma Halliday, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Dance at NA Heritage Assembly.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1301 N Central Ave 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. **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.

Emma Holliday \_\_\_\_\_ [REDACTED] \_\_\_\_\_ 11/21/23  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	111	364	013
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 Zruich \_\_\_\_\_ 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and (Parent) Christy Martin, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Dance at NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 202 W. 2nd St #403 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.

(Parent) Christy Martin Christy Martin

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
SSN/Tax ID Number

11-20-23  
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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	366	013
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 Zupich  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

12/8/23  
Date





## SECURITY OFFICER SERVICES CONTRACT

This agreement is made and executed this 27th day of December, 2023, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Independent School District 709 (hereinafter called "Client") for the term beginning 2nd day of January, 2024, and a duration of one (1) year. At the end of this term, this agreement will automatically renew on a month-to-month basis.

Whereas, Client maintains and operates a school in the city of Duluth, State of Minnesota.

Now, for the consideration hereinafter set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer Service at the above Client location under the terms set forth below.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, is guilty of improper conduct, as quickly as a qualified replacement can be made available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Per Mar shall provide Security Officer Service for a minimum of 40 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client. The billing rates and equipment costs are based on this minimum; therefore, any permanent reduction in hours will automatically allow for a pricing re-opener to negotiate an increase in the hourly billing rates to adjust for the diminished hours.
7. For the services hereunder, Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys' fees will be paid by the Client.

## SCHEDULE OF BILLING RATES

<b>Position Hourly</b>	<b>Rate</b>	<b>Overtime and Holiday Rate</b>
Security Officer	\$ 39.00	\$ 58.50

The above billing rates shall apply during the original term of this contract; Per Mar reserves the right to increase rates after the original term of the contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

8. These billing rates are applicable without regard to any overtime pay which may be paid by Per Mar to its employees. It is further agreed that where conditions exist at the protected property that would require the assignment of Security Officers in excess of the number of hours as specified in Paragraph 6, Client shall pay Per Mar the overtime billing rate as incurred for those hours in excess of the minimum hours per week, as set forth in the schedule of billing rates.
9. Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
10. It is understood and agreed that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and the amounts being charged by Per Mar are not sufficient to warrant against loss; and Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence. Client agrees that if Per Mar is found liable for loss or damages due to Per Mar's sole negligence, such liability shall be limited to two times the amount paid Per Mar for the Security Officer service to which this agreement applies.
11. Per Mar Insurance
  - a. Per Mar shall maintain throughout this contract workers' compensation insurance with limits as required by state statute, and employer's liability insurance with a limit of at least \$1,000,000. If any claim for workers compensation benefits is made against Client, Per Mar shall hold harmless, defend and indemnify Client regarding any such claims.
  - b. Per Mar shall maintain throughout this contract general liability insurance with limits of at least \$2,000,000. Client shall be considered an Additional Insured under the Per Mar policy with respect to claims for personal injury and property loss or damage on Client's premises due to Per Mar's sole negligence.
  - c. If the Security Officer Service includes the use of vehicles by Per Mar security officers, Per Mar shall maintain an Automobile policy with limits of at least \$1,000,000 combined single limit.
12. Client shall not employ an employee of Per Mar engaged in Security Officer Services for Client during the term of this contract and from six months after the date of termination thereof. In the event of a breach of this term, Client shall pay Per Mar \$2,500 for reimbursement of recruitment, screening, and training expenses.
13. Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

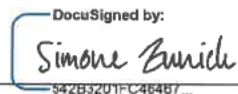
- 14. This contract may be reopened, upon the request of either party, one time in each consecutive twelve-month period during the term of this contract for the purpose of negotiating revised billing rates for the Security Officer Service herein provided. These billing rate revisions are exclusive of those specified in Paragraph 7.
- 15. This agreement constitutes the entire agreement and understanding between the parties superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.
- 16. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by Client AND Per Mar to be binding.
- 17. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. Client agrees that any Suit against Per Mar must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. Client waives the right to bring any class action against Per Mar.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

Per Mar Security & Research Corp.  
P.O. Box 4227  
Davenport, Iowa 52808

Independent School District  
709 Portia Johnson Drive  
Duluth, Minnesota 55802

By:  \_\_\_\_\_  
081D9583A42E48F...

By:  \_\_\_\_\_  
342B3201FC48487...

Name: Brad Duffy

Name: Simone Zunich

Title: President

Title: Exec. Dir. of Finance and Business Services

Date: 12/28/2023

Date: 12/28/2023

# UNITED BUS SALES

Phone: 612-868-7181  
Fax: 763-263-0806

16676 197th Ave. NW Suite B  
Big Lake, MN 55309

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson		
BUYER NAME: (Last)			(First)		(Middle)	
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #:		
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811	
PHONE: 218-336-8700		FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B	
CELL:		OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>			
LIEN HOLDER: None		ADDRESS:				
PLEASE ENTER MY ORDER: NEW		USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.		
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24				
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE	REGISTERED WEIGHT
2018	IC	CE	CON	Y	D	29,800
VIN: 4DRBUC8P2JB644262		LIC. #/PLATE TYPE: TE	GVWR: 29,800	CAPACITY: 77	MILEAGE:	DELIVERED ON/ABOUT: P/U OR DEL DEL
DOT#			CASH PRICE OF VEHICLE			
TRADES: NONE						
			2018 IC CE 77 PASSENGER - 3315U			
			4DRBUC8P2JB644262		\$80,000.00	
			PENDING CUSTOMER APPROVAL			
<b>TRADE-IN INFORMATION</b>						
YEAR	MAKE	MODEL	BODY TYPE			
VIN#: NA				TOTAL	80000.0000	
		Registration Tax	5.00	less Trade-In/Allowance (-)	0	
		Plate Fee	10.00	Trade Difference	\$80,000.00	
LIC PLATE#:		Public Safety Fee	3.50			
MILEAGE:		Transfer Tax	10.00			
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO		Title/Transfer Fee	8.25	Motor Vehicle Sales Tax	5500	
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO		State/Deputy Filing Fee	12.00	Service Contract		
		Lien Recording Fee	0.00	Document/Admin Fees	200	
		Tech Surcharge	2.25	Handicap Options		
<b>TOTAL LICENSE AND FEES</b>					51.00	
<b>Dealer's Disclaimer of Warranty</b>				<b>SUBTOTAL</b>		
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply</b>				Less Amount Submitted with Order (-)		
				Plus Balance Owing to Lienholder on Trade in +		
<b>TOTAL AMOUNT DUE ON DELIVERY</b>					<b>\$85,751.00</b>	

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age, or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of the Dealership.

Accepted: \_\_\_\_\_  
Dealer's Signature

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

X

*Ermine Zwick*  
Buyer's Signature Accepting Terms of Contract

\_\_\_\_\_ Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

#### ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

- 1 **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or the other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment of the VEHICLE.
- 2 **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the manufacturer, I agree to deliver the VEHICLE to YOU.
- 3 **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (see Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
- 4 **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.  
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
- 5 **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME and YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
- 6 **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
- 7 **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
- 8 **Taxes:** The price of the VEHICLE does not include Federal or State taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or government fee which applies to this sale.
- 9 **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
- 10 **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
- 11 **Used VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
- 12 **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
- 13 **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale.

7  
Violet  
Rockensock

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Rockensock, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 801 N 27th 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.

Frank Rockensock [REDACTED] 12-11-2023  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] 12-15-23  
 Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

**Please check the appropriate line below:**

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

01	E	005	005	313	<del>305</del>	301
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

[Signature] 12-18-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13 day of December, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and George Sales, 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 12/18/23 and shall remain in effect until 12/22/23 , 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.** *Beading activity with Ojibwemowin Language students & teachers.*

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 \$75 hourly and \$600 in total and up to \$200 in material reimbursement.

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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
3804 Grand Ave Apt. 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. **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:

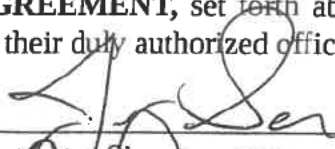
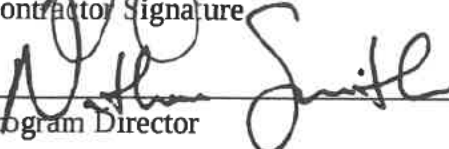
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 12/21/2023  
  
 Program Director \_\_\_\_\_ Date 12-21-23

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	405	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 12-27-23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 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.** *The Contractor will provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the United States. Contractor will also provide Social Studies lessons at the High School level on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation. Concrete examples of concepts will come primarily from an Indigenous perspective. These lessons will be designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will assist teachers in meeting the American Indian focused and African Heritage focused Minnesota State Standards in Social Studies.*

*The Contractor will conduct exit surveys with each class they deliver lessons in and supply those completed surveys to the district.*

*The Contractor will develop educational seminars for District staff on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation.*

**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 \$75.00 (seventy-five dollars) hourly for teaching lessons and planning meetings. Not to exceed \$10,000.00 (ten thousand dollars) 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. Use 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 and/or Edye Washington, 709 Portia Johnson Dr, 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: Blair Powless, 1030 West 3rd 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.

[Signature] [Redacted] 12/22/2023  
Contractor Signature SSN/Tax ID Number Date

[Signature] \_\_\_\_\_ 1-2-23  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	<del>366</del> 303	013
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\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

[Signature] \_\_\_\_\_ 1/5/24  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of December, 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 November 15th and shall remain in effect until June 6th, 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.** 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) Monday's and Friday's 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 November 15th, 2023 and shall not extend beyond June 6th, 2024; the contract not to exceed a total of 44 Days (attending 2 days per week. The District will pay 2 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 709 Portia Johnson Dr., 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 monthly and \$2,240.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

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

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Crane</i>		<i>12/15/23</i>
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

<i>Ermine Zunic</i>	<i>12-18-23</i>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Early Learning, 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 November 28th and shall remain in effect until May 31st, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 4628 Pitt St, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond May 31st, 2024; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ \$600.00 per month including a \$300 registration fee).

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 709 Portia Johnson Dr., 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 \$600.00 monthly, including a \$300 registration fee, and \$4,500.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

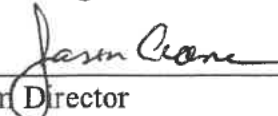
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		1-8-24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

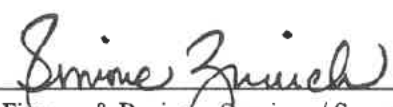
**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare 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 December 6, 2023 and shall remain in effect until June 5, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is December 6, 2023 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 66 Days (attending 3 days per week. The District will pay 3 days per week @ \$157.50 per week, including a \$250 enrollment fee).

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 709 Portia Johnson Dr., 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 \$157.50 weekly and \$3,780.00 in total, to include a one time \$250 enrollment fee.

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



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.

<i>Metmorse</i>	84-2085610	1/8/2024
Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Lane</i>		1-8-24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

<i>Simone Zunic</i>	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Goose, 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 August 15, 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.** Michelle is an Oshki-inweewin parent and FDLTCC Office Language Instructor. She will be creating monthly lesson plans for the Head Start and Preschool classrooms.

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 \$50 hourly and \$2000 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, 709 Portia Johnson Drive, Room 209, 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 825 N 42nd Ave West, 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 **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 insurances described below and Duluth Public Schools has approved each 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.

Michelle Coase [REDACTED] 9/22/23  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] 1.4.24  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	285	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

[Signature] 1/8/24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of September , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Halbrook 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 January 30, 2024 and shall remain in effect until February 1, 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.** Lynn Halbrook will present an Edutainment based on the books of Dr. Seuss. Please see attached flyer..

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 \$350 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 ; 709 Portia Johnson Drive, Room 209, 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 194 Wheaton Road, Cloquet, MN 55720.

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

12/20/23  
 Date

  
 Program Director

1.4.24  
 Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	285	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

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

1/8/24  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28 day of November , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Rees, 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 January 1, 2024 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.** *(insert or attach a list of programs/services to be performed by contractor)*  
Consultation on Self Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items; Observations in classrooms with challenging behavior; Assistance in developing a FA2 Monitoring Checklist, and other mutually agreed upon topics.

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 \$50 hourly and \$8000 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 , 709 Portia Johnson Drive, Suite 209, 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) 1126 Mesaba Ave #320 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.

*Jonathan M. Beer* \_\_\_\_\_ 12/12/23  
Contractor Signature SSN/Tax ID Number Date

*[Signature]* \_\_\_\_\_ 12/15/23  
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	305	000
04	E	005	579	285	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

*Ermine Zunic* \_\_\_\_\_ 1/8/24  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15 day of Dec., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Diz Raichala, 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 Dec. 15 and shall remain in effect until Dec. 21, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$\_\_\_\_\_ hourly and \$ 200. 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: \_\_\_\_\_, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

---

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Liz Rachala \_\_\_\_\_ 12-15-23  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	500	050 298	000	305 401	600 420
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

Smile Zwick \_\_\_\_\_ 12-19-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed  
December 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Conflict Resolution Center	Denfeld HS	MOU encouraging cooperation between CRC and Denfeld HS to meet the needs of students as it relates to supplementing restorative practices, communication, and success.

## MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

### I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant or the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program.

### II. ROLES AND RESPONSIBILITIES

#### Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a



timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

### **Role of CRC**

1. CRC will provide onsite services related to conflict resolution to students at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in Minnesota Model team meetings with school personnel in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and Denfeld High School.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

### **Role of Denfeld High School**

1. Denfeld High School staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.

2. Denfeld High School staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them, as appropriate and when staff are available, to the location of the scheduled meeting with CRC staff.
3. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School will communicate with parents and/or guardians and obtain permission and have a release of information signed by parent and/or guardian before making a referral to CRC staff.
6. With permission from the student's parent/guardian through a signed release of information, Denfeld High School staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of November 27, 2023, and will continue through June 30, 2024, unless either party provides written notice per the termination clause below.

**Termination.** Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

**Confidentiality.** CRC and Denfeld High School agree that by virtue of entering into this Memorandum they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and Denfeld High School agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

**Referrals.** Students may be referred to CRC services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services. Parents/guardians must sign a release of information before services will begin with CRC.

**Data Collection.** Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

**Background Checks.** Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

**Independent Contractor.** Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum 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 Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

**Indemnity and defense of the District.** CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

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

**Notices.** All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, Duluth Regional Office, 230 W Superior Street, Suite 200, Duluth, MN 55802.

**Assignment.** CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

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


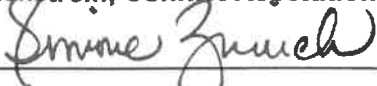
**Governing Laws.** This Memorandum, together with all of its paragraphs, terms, and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Entire Agreement.** This Memorandum contains the entire understanding and agreement 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.

**Data Practices.** CRC 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 Memorandum.

**Conflict of Interest and Fiduciary Duty:** All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

**Mutual Consent to Collaboration.** CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

	<i>11-22-23</i>
Erica Backstrom, Conflict Resolution Center	Date
	<i>12-14-23</i>
Simone Zunic, Executive Director of Business Services, ISD 709	Date

## Grant Applications December 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
Project Joy	Marah Evans	Project Joy	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community.
Northeast Service Cooperative	Danette Seboe	OEMS Industrial Technology	\$4295	Funds would be used to purchase a desktop router for OEMS, the tooling, and the training for the instructor. This would be a pilot project for the remainder of this year and, if successful, we would use CTE funds to purchase an identical machine for LPMS for next year.
Lloyd K. Johnson	Cal Harris	OEE	\$3500	<p>This Mentoring initiative coordinates a small group relationship for young women, to provide the support needed to succeed. The Mentor's job is to help young women define individual goals and find ways to achieve those goals. Since the expectations of each student will vary, the job of the mentor is to encourage the positive development of the young women.</p> <p>By sharing fun activities and conversation, a mentor encourages positive choices and promotes high self-esteem. Our program meets at St. Mark's Tuesdays and Thursdays from 4pm to 5pm or you may attend remotely via zoom. We will send out a link prior to the meeting.</p> <p>The program ran for three years at Duluth East and Laura MacArthur.</p>

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, January 9, 2024  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
  - A. 606 Textbooks and Instructional Materials (to replace Policies 6030, 6035, & 6040) 2
4. **POLICIES FOR REVIEW**
  - A. 722 Public Data and Data Subject Requests 12
  - B. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 20
  - C. 535 Counseling Regarding Pre-Career and Technical Programs 25
5. **REGULATIONS - Informational**
6. **OTHER**

## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
  - 1. support the goals and objectives of the education programs;
  - 2. consider the needs, age, and maturity of students;
  - 3. foster respect and appreciation for cultural diversity and varied opinion;
  - 4. fit within the constraints of the school district budget;
  - 5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  - 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  - 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

#### **IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS**

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### **V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS**

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

##### **B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource**

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)
  - d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
- 3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.



4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
  - b. shall examine the specific instructional material’s area of concern;
  - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
  - d. shall submit a written report to the superintendent or the superintendent’s designee containing the Review Committee’s decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
5. The superintendent or the superintendent’s designee shall inform the requestor and the school board of the Review Committee’s decision.
6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)

Replaces: Policies 6030, 6035 & 6040  
 First Reading: 12.19.2023  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 606

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
1. support the goals and objectives of the education programs;
  2. consider the needs, age, and maturity of students;
  3. foster respect and appreciation for cultural diversity and varied opinion;
  4. fit within the constraints of the school district budget;
  5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize

advisory committees.

#### IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- ~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~
- ~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

#### B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)

- d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.
  4. The Review Committee
    - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
    - b. shall examine the specific instructional material's area of concern;
    - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
    - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
  5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.
  6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)

## ~~6030 INSTRUCTIONAL RESOURCES~~

~~One of the primary objectives of the School District is to provide instructional resources that enrich and support the educational program of the school. Instructional resources are designed to:~~

- ~~1. Provide a wide range of experiences on all levels of difficulty with diversity of appeal, presenting different points of view, reflecting non-sexist and non-discriminatory roles, attitudes, values, and concepts.~~
- ~~2. Stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.~~
- ~~3. Provide background of the many religious, ethnic, and cultural groups and their contribution to our American heritage, literature, arts, and sciences.~~
- ~~4. Provide a variety of formats to give students and teachers the opportunity to select the media best suited to the learning needs of individual pupils.~~

~~The School Board supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the "Library Bill of Rights" of the American Library Association, "The Right to Read" published by the National Council of Teachers of English, and "The Freedom of View" written by the Educational Film Library Association. In the event that materials are challenged, the principles of intellectual freedom, the right to access of materials, and the integrity of the licensed staff must be upheld while reevaluating the material in question.~~

~~Adopted: 12-14-1976 ISD 709~~

~~Revised: 10-09-1979~~

~~01-08-1980~~

~~11-12-1985~~

~~06-20-1995~~

~~08-17-2004 ISD 709~~

## ~~6035 — SELECTION OF INSTRUCTIONAL MATERIALS~~

### ~~I. — PURPOSE~~

~~The purpose of this policy is to provide direction for selection of textbooks and instructional materials.~~

### ~~II. — GENERAL STATEMENT OF POLICY~~

~~The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.~~

### ~~III. RESPONSIBILITY OF SELECTION~~

~~A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.~~

~~B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:~~

- ~~—1. support the goals and objectives of the education programs;~~
- ~~—2. consider the needs, age and maturity of students;~~
- ~~—3. foster respect and appreciation for cultural diversity and varied opinion;~~
- ~~—4. fit within the constraints of the school district budget; and~~
- ~~—6. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61.~~

~~C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.~~

### ~~IV. — SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS~~

~~A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.~~

~~B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.~~

~~V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONS MATERIALS~~

~~A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.~~

~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~

~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

~~Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction—Curriculum)  
—Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
—Minn. Stat. § 123B.03, Subd. 8 (School Board Responsibilities)  
—Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)  
—Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
—Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)  
—Pratt v. Independent Sch. Dist. No. 831, 670F.2d 771 (8th Cir, 1982)~~

~~Adopted: 11-09-1976 ISD 709~~

~~Revised: 02-11-1986~~

~~01-17-2006 ISD 709~~

**6040 — CHALLENGED INSTRUCTIONAL RESOURCES**

~~If a resident of the School District requests the removal or restriction of a resource for anyone other than his/her child/ward, a Request for Reconsideration of an Instructional Resource Form, available in the office of the principal, must be completed and signed. The materials in questions will continue to be available for use in the curriculum during the reconsideration process, which is as follows:~~

Step One

~~A committee consisting of three building level instructional personnel shall be established by the principal to review any challenged resource. Upon receipt of a Request for Reconsideration, the committee shall read the complaint. All committee members shall thoroughly review the resource in question. Following this review, the committee may meet with the complainant to discuss the resource. The committee shall make a decision regarding the future use of this resource in the school program. After reviewing the decision with the committee, the principal shall, within ten (10) working days, notify the complainant of the decision in writing. The complainant may appeal the committee's decision to the Director of Curriculum, Instruction & Assessment within ten (10) working days of receipt of the principal's notification of decision.~~

Step Two

~~Upon receipt of a request for appeal, the Director of Curriculum, Instruction & Assessment shall appoint a five member committee composed of at least one school media person, a teacher of the discipline named in the complaint, and an administrator. The committee shall read the complaint, review the resource, and consider the building level decision. Following this review, the committee shall meet with the complainant to discuss the matter. Within thirty (30) working days the committee shall make a decision and disseminate it to the complainant and all principals. The entire Step Two process shall be completed in sixty (60) days following the receipt of the request for appeal.~~

Step Three

~~The Step Two decision may be appealed to the Superintendent and the School Board within ten (10) working days of receipt of the Step Two decision.~~

- ~~Adopted: 11-09-1976 ISD 709~~
- ~~Revised: 02-11-1986~~
- ~~06-20-1995~~
- ~~08-17-2004 ISD 709~~



**722 PUBLIC DATA AND DATA SUBJECT REQUESTS**

**I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

**II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

**III. DEFINITIONS**

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity’s website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

#### **IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

**V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made ~~in writing~~ and directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

**VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or

disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.

- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

### VIII. COSTS

#### A. Public Data

- 1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
- 2. All charges must be paid for [in ~~cash or by check~~ cash, check, or online service] in advance of receiving the copies.

**[Note: the district should identify the payment methods that it will accept.]**

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**

Superintendent  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Compliance Official:**

Executive Director of Business Services and Finance  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Designee(s):**

Business Services Coordinator  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.01 (Government Data)
- Minn. Stat. § 13.02 (Definitions)
- Minn. Stat. § 13.025 (Government Entity Obligation)
- Minn. Stat. § 13.03 (Access to Government Data)
- Minn. Stat. § 13.04 (Rights of Subjects to Data)
- Minn. Stat. § 13.05 (Duties of Responsible Authority)
- Minn. Stat. § 13.32 (Educational Data)
- Minn. Rules Part 1205.0300 (Access to Public Data)
- Minn. Rules Part 1205.0400 (Access to Private Data)

**Cross References:**

- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy  
Replacing: Policy 108  
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Reviewed:



**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

**I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

## **V. THE PUBLIC’S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## **VI. PUBLIC COMMENT**

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

## **VII. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address city, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. PROCEDURES**

**A. Agenda Items**

- 1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
- 1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
- 2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
- 3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
- 4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
- 5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
- 6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
- 7. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

**B. Complaints**

- 1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
- 2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
- 3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.

4. Complaints which are unresolved at the superintendent’s level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

**IX. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys’ fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)  
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

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Adoption: 11.21.2023

## **535 539 COUNSELING REGARDING PRE-CAREER AND TECHNICAL PROGRAMS**

### **I. PURPOSE**

- A. Counseling Materials: The purpose of this policy is to identify a procedure, tools and staff responsible to regularly evaluate whether District, counselor, or teacher developed promotional materials create or perpetuate stereotypes or limitations based on race, color, national origin, sex or disability.
- B. Disproportionate Enrollment: The District shall evaluate whether the disproportionate enrollment is the result of discrimination, address instances of disproportionate enrollment and take steps to encourage nontraditional participation and equity with respect to race, sex and disability.

### **II. DEFINITIONS**

- A. "Counseling Materials" are materials used for the purpose of promoting career and technical programs.
- B. "Disproportionate Enrollment" is the ratio between the percentage of persons in a particular race, sex, or disability demographic compared to the percentage of the race, sex, or disability demographic of all students enrolled.

### **III. COUNSELING MATERIALS**

#### Establishing Bias-Free Materials

- A. District staff shall ensure that counseling and counseling materials are free from bias and stereotypes on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, homelessness, or English Learner status. District staff will encourage students to consider programs of study, courses, extracurricular activities, and occupational opportunities on the basis of individual interests, abilities, and skills rather than race, color, sex, gender identity, religion, national origin, disability, homelessness, or English Learner status. The Superintendent or designee shall yearly examine counseling and testing materials for bias and address any bias found therein.
- B. The Superintendent or designee will ensure compliance with our counseling practices via interviews with staff, a review of counseling materials, and discussions with students and parents/guardians on a yearly basis.
- C. If a particular class is disproportionately male or female, the District must make sure this situation did not result because of a sex-biased counseling, a hostile environment, or the use of discriminatory counseling and/or testing methods.

### **IV. DISPROPORTIONATE ENROLLMENT**

- A. After classes are set and students have registered, the Superintendent or designee will review enrollment numbers, determine if there is disproportionate enrollment, and consider what can be changed to increase enrollment in classes. When disproportionate enrollment occurs, the District must assess counseling materials and activities and make appropriate revisions, address any instances of discrimination or bias, or identify a legitimate, nondiscriminatory rationale.

- B. The District needs to demonstrate valid and nondiscriminatory reasons for disproportionate enrollment and ensure that all students are provided nondiscriminatory counseling services. If a disparity is identified, the school district must take action to ensure that the disproportionate enrollment is not the result of discrimination. Such actions may include staff training, reviewing master schedule conflicts, assignments of students to courses, recruitment efforts, and counseling information provided to students.

Examples of what can be done:

1. Analyze course enrollment data to identify disproportionate enrollment of minority, female and students with disabilities
2. Identify discriminatory practices in existing programs, policies and procedures.
3. Review guidance materials for stereotypes.
4. Improve the process to ensure all students and parents are informed of all course and program offerings.
5. Make sure course catalogs and brochures are periodically reviewed for bias.
6. Is the process for developing student schedules reviewed to ensure that counselors and advisors are not discouraging any student from enrolling in a particular program or course based on factors not related to program criteria?
7. Consider taking specific steps to encourage students to enroll in courses that are non-traditional.
8. Consider approaches to reduce disproportionate enrollment in future years. Examples: bring in speakers to discuss non-traditional careers with students, holding open-houses, displaying student work, offering college credit for courses, conducting survey of parent/student interest, after-school clubs, renaming courses or rewriting course descriptions.
9. Support training of staff members or administration on non-traditional enrollment, particularly on strategies to engage female students in STEM courses.

First Reading:  
**Adopted:**

1/22/2019  
**2/26/2019 ISD 709**

**Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 23, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

**1. Consent Agenda**

**A. Approval of Minutes from Past School Board Meetings**

- 1) Regular School Board Meeting - December 19, 2023 3
- 2) Special [Closed] School Board Meeting Re: Property Sale -  
December 12, 2023 7
- 3) Annual Organizational Meeting - January 2, 2024 8
- 4) Special School Board Meeting - January 9, 2024 11

**B. Approval of Action Items**

- 1) Human Resources
  - a. Staffing Report 12
  - b. Other Action Items
- 2) Finance
  - a. Financial Report 13
  - b. Escrow Agreement Refunding Certificates of Participation Series  
2019A & 2021B 14
  - c. Bids, RFPs and Quotes
    - (1) BID #1321 - COMMERCIAL POOL RENOVATION  
SERVICES 30
    - (2) RFP #320 - ENGINEERING SERVICES FOR  
TRANSPORTATION BUILDING ADDITION 31
  - d. Contracts, Change Orders, Leases - None
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
- 4) Other
  - a. Diploma Requests 32
  - b. Field Trip Requests 39
  - c. Data Sharing Agreements - None

**C. Approval of Policy Readings**

- 1) First Readings - None
- 2) Second Readings
  - a. 606 Textbooks and Instructional Materials (to replace Policies  
6030, 6035, & 6040) 42
- 3) Policies for Review
  - a. 722 Public Data and Data Subject Requests 52



b. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations	68
c. 539 Counseling Regarding Pre-Career and Technical Programs	83
<b>D. <u>Approval of Committee Reports</u></b>	
By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.	
1) <u>Monthly Committee of the Whole - January 9, 2024</u>	<u>87</u>
2) <u>Policy Committee - January 9, 2024</u>	<u>163</u>
3) <u>Human Resources/Business Services Committee - January 16, 2024</u>	<u>189</u>
<b>2. <u>Committee of the Whole - Referendum - January 16, 2024</u></b>	<b><u>352</u></b>

Regular School Board Meeting  
Tuesday, December 19, 2023 6:30 PM Central

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

Kelly Durick Eder: Present  
David Kirby: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Alanna Oswald: Present  
Amber Sadowski: Present  
Paul Sandholm: Present

Present: 7.

Recess at 8:01 p.m.

Reconvened at 8:09 p.m.

1. Call to Order  
at 6:55 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to approve the agenda. This motion, made by Kelly Durick Eder and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 7, Nay: 0

Move to amend the agenda. Amendments include placing Outgoing School Board Member Recognition on the agenda immediately following the School and Community Recognition and placing the Audit Presentation on the agenda immediately following the Outgoing School Board Member Recognition. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 7, Nay: 0

Move to approve the agenda as amended. This motion, made by Jill Lofald and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 7, Nay: 0

5. School and Community Recognition

Assistant Superintendent Bonds presented the School and Community Recognition.

6. Outgoing School Board Member Recognition

School Board Members presented the Outgoing School Board Member Recognition.

## 7. Audit Presentation

## 8. Public Comment

Ethan Fisher spoke to the board regarding appreciation of outgoing school board member, public comment policy, and negotiations.

Betty Greene spoke to the board regarding the public participation policy.

Kevin Skwira-Brown spoke to the board regarding the public comment policy.

Katherine Disterhaft spoke to the board regarding concerns about her daughter's school and seeking resolution.

## 9. Reading Communications, Petitions, Etc.

None

## 10. Report of the Superintendent

### 10.A. Reports from Student School Board Representatives

Representative Molitor presented the Denfeld Student Report.

Representative Priest presented the East Student Report.

### 10.B. Superintendent's Report - verbal

Superintendent Magas presented the Superintendent's Report. Topics included:

Appreciation to outgoing student representatives and school board members.

Visit to Spanish Immersion Classrooms.

Referendum.

Public Comment.

### 10.C. Schedule of Meetings and Events

## 11. Report of Standing Committees

### 11.A. Committee of the Whole

#### 11.A.1) Monthly Committee of the Whole (*December 5, 2023*)

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

Discussion was had.

### 11.B. Human Resources/Business Services Committee (*December 12, 2023*)

Member Durick Eder presented the Human Resources/Business Services Committee Report.

Discussion was had.

### 11.C. Policy Committee (*December 5, 2023*)

Member Loeffler-Kemp presented the Policy Committee Report.

Discussion was had.

## 12. General Board Committee Updates

None

### 13. Consent Agenda

Move to approve the Consent Agenda. This motion, made by Amber Sadowski and seconded by Alanna Oswald, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

### 14. Resolutions from Committee Reports

#### 14.A. B-12-23-3998 - Certified Tax Levy 2023 Payable 2024

Move to approve B-12-23-3998 Certified Tax Levy 2023 Payable 2024. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

#### 14.B. B-12-23-3999 - Resolution Authorizing the Issuance of Taxable General Obligation Refunding Bonds Series 2024A

Move to approve B-12-23-3999 Resolution Authorizing the Issuance of Taxable General Obligation Refunding Bonds Series 2024A. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

#### 14.C. B-12-23-4000 - Resolution Establishing 2024 Combined Polling Places in the Duluth Public School District

Move to approve B-12-23-4000 Resolution Establishing 2024 Combined Polling Places in the Duluth Public School District. This motion, made by David Kirby and seconded by Kelly Durick Eder, Failed.

David Kirby: Abstain (Without Conflict), Rosie Loeffler-Kemp: Nay, Jill Lofald: Nay, Alanna Oswald: Nay, Amber Sadowski: Nay, Paul Sandholm: Nay, Kelly Durick Eder: Yea  
Yea: 1, Nay: 5, Abstain (Without Conflict): 1  
Kelly Durick Eder: Yea

#### 14.D. B-12-23-4001 - Acceptance of Donations to Duluth Public Schools

Move to approve B-12-23-4001 Acceptance of Donations to Duluth Public Schools. This motion, made by Alanna Oswald and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

### 15. Special Resolutions and Action Items

#### 15.A. SP-12-23-4002 School Board Member Attendance at 2024 MSBA Leadership Conference

Move to approve SP-12-23-4002 School Board Member Attendance at 2024 MSBA Leadership Conference. This motion, made by Paul Sandholm and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea,

Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

15.B. SP-12-23-4003 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop  
Move to approve SP-12-23-4003 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

15.C. HR-12-23-4004 Non-Certified Business Division Administrators' Association (NCBAA) Collective Bargaining Agreement - PLACEHOLDER  
Move to approve HR-12-23-4004 Non-Certified Business Division Administrators' Association (NCBAA) Collective Bargaining Agreement. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

#### 16. Questions / Other

17. Adjournment  
Move to adjourn at 9:41 p.m. This motion, made by Alanna Oswald and seconded by David Kirby, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

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Chair Lofald

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Clerk Sadowski

Special [Closed] School Board Meeting -  
Property Sale  
Tuesday, December 12, 2023 4:00 PM Central

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

Kelly Durick Eder: Present  
David Kirby: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Absent  
Alanna Oswald: Present  
Amber Sadowski: Present  
Paul Sandholm: Present  
Present: 6, Absent: 1.

1. Call to Order  
at 4:03 p.m.

2. Roll Call

3. Closed Session

The Open Meeting Law, Minnesota Statute section 13.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Move to a closed session at 4:08 p.m. This motion, made by Paul Sandholm and seconded by David Kirby, Passed.

Jill Lofald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 6, Nay: 0, Absent: 1

Reconvened from Closed Session at 4:50 p.m.

4. Official Action Related to Closed Session, If Necessary

Move to approve B-12-23-3997 Authorizing the closing of the sale of real property with the street address of 330 Garfield Avenue, Duluth, MN. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

Jill Lofald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 6, Nay: 0, Absent: 1

5. Adjournment

Move to adjourn at 4:53 p.m. This motion, made by Paul Sandholm and seconded by Kelly Durick Eder, Passed.

Jill Lofald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea

Yea: 6, Nay: 0, Absent: 1

Annual Organizational Meeting  
Tuesday, January 2, 2024 4:30 PM Central

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

Henry Banks: Present  
Kelly Durick Eder: Absent  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Sarah Mikesell: Present  
Amber Sadowski: Present  
Stephanie Williams: Present  
Present: 6, Absent: 1.

1. Call to Order by Temporary Chairperson  
at 4:30 p.m.

2. Oath of Office

3. Roll Call

4. Approval of the Agenda

Move to approve the agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

5. Election of Chairperson

Member Lofald was elected Chairperson by acclamation.

6. Election of Vice Chairperson

Member Loeffler-Kemp was elected Vice Chairperson by acclamation.

7. Election of Clerk

Member Sadowski was elected Clerk by acclamation.

8. Election of Treasurer

Member Durick Eder was elected Treasurer by acclamation.

9. Appointment of Deputy Clerk

Move to appoint the Executive Director of Business Services and Finance as Deputy Clerk. This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

10. Appointment of Board Secretaries

Move to appoint the Executive Assistant to the Superintendent and the Business Services Coordinator as School Board Secretaries. This motion, made by Rosie Loeffler-Kemp and

seconded by Amber Sadowski, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

## 11. Resolutions

### 11.A. Resolution B-1-24-4005 - Selection of Meeting Dates/Times

Move Resolution B-1-24-4005 Selection of Meetings Dates/Time. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

### 11.B. Resolution B-1-24-4006 Designation of Depositories and Acceptance of Collateral

Move Resolution B-1-24-4006 Designation of Depositories and Acceptance of Collateral. This motion, made by Amber Sadowski and seconded by Stephanie Williams, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

### 11.C. Resolution B-1-24-4007 Designation of Authority to Perform Electronic Transfers

Move to approve Resolution B-1-24-4007 Designation of Authority to Perform Electronic Transfers. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

### 11.D. Resolution B-1-24-4008 Approving the Continued Participation of Student School Board Representatives

Move to approve Resolution B-1-24-4008 Approving the Continued Participation of Student School Board Representatives. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

Discussion was had.

### 11.E. Resolution B-1-24-4009 - Selection of District's Legal Counsel

Move to approve Resolution B-1-24-4009 Selection of District's Legal Counsel. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

Discussion was had.

### 11.F. Resolution B-1-24-4010 -Accepting the Eleven Tools of Civility

Move to approve resolution B-1-24-4010 Accepting the Eleven Tools of Civility. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

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



Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1  
Discussion was had.

11.G. Resolution B-1-24-4011 - Selection of the District's Official Newspaper  
Move to approve Resolution B-1-24-4011 Selection of the District's Official Newspaper. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.  
Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

11.H. Resolution B-1-24-4012 - Authorization for Superintendent of Schools and Executive Director of Business Services and Finance to Sign Contracts and Grants  
Move to approve Resolution B-1-24-4012 Authorization for Superintendent of Schools and Executive Director of Business Services and Finance to sign contracts and grants. This motion, made by Amber Sadowski and seconded by Henry Banks, Passed.  
Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1  
Discussion was had.

11.I. Resolution HR-1-24-4013 - Employment of a School Board Member by the District  
Move to approve Resolution HR-1-24-4013 Employment of a School Board Member by the District. Amend the current motion "Move to approve Resolution HR-1-24-4013 Employment of a School Board Member by the District to Move to postpone definitely Resolution HR-1-24-4013 Employment of a School Board Member by the District. This motion, made by Stephanie Williams and seconded by Rosie Loeffler-Kemp, Passed.  
Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1  
Discussion was had.

## 12. Questions / Other

### 13. Adjournment

Move to adjourn at 5:33 p.m. This motion, made by Henry Banks and seconded by Sarah Mikesell, Passed.  
Kelly Durick Eder: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 6, Nay: 0, Absent: 1

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Chair Lofald

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Clerk Sadowski

Special School Board Meeting  
Tuesday, January 9, 2024 4:00 PM Central

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

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

1. Call to Order  
at 4:16 p.m.

2. Roll Call

3. Approval of RFP #318 DNT Demo Services

Move to approve the recommendation for RFP# 318 DNT Demo Services. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.

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

4. Adjournment

Move to adjourn at 4:29 p.m. This motion, made by Henry Banks and seconded by Sarah Mikesell, Passed.

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

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Chair Lofald

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Clerk Sadowski

**HUMAN RESOURCES ACTION ITEMS FOR: January 16, 2024**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
STRAND, JOHN C	LTS ENGLISH TCHR/EAST, (BA) III 8,1.0, PETERSON K. MEDICAL LEAVE	01/02/2024
VIGER, SARAH E	ENGLISH AS SECOND LANGAUGE/DISTRICT WIDE, (MA) IV 2 1.0, TEMP POSITION	12/12/2023

<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
PETERSON, KIRSTIN N	HONORS ENGLISH TEACHER/EAST	12/20/2023 02/23/2024
YANKOWIAK, KATIE M	SPED PHYSICAL THERAPY TEACH/DISTRICT WIDE	02/13/2024 03/26/2024

<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
EMERSON, MICHAEL J	ASSISTANT PRINCIPAL/ORDEAN-EAST MS	01/10/2024

<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JAMAR, CINDY M	GRADE 4 TEACHER/LESTER PARK ES	06/07/2024
KOPP, DANIEL C	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
LOFSTUEN, KATHLEEN M	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
SORBO, GWEN V	GRADE 3 TEACHER / LESTER PARK ES	06/07/2024
TRACEY, POLLY L	SECONDARY READING INTERVENTION TEACHER/ORDEAN -EAST MS	06/07/2024

<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUDISALOVICH, CINDY M	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$15.00/HR	01/02/2024
DEVRIES, CHERILYN M	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.31/HR, TEMP POSITION, SHORTER S. MATERNITY LEAVE	12/20/2023
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE, \$1,979/WK, BINESIIKWE RESIGNED	01/02/2024
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.80/HR, NORLAND S. TRANSFER	12/14/2023
LOVEJOY, TERRANCE E	HOURLY CUSTODIAN/DISTRICT WIDE, 20/52WKS, \$15.00/HR	12/11/2023
MCDONALD, KEELY A	NUTRITIONAL SERVICE ASSISTANT/ORDEAN, 17.5/38WKS, \$15.22/HR	12/07/2023
PETERSON, BRUCE A	BUS DRIVER/DISTRICT WIDE, 25/38WKS, \$21.08/HR, TADEVICH G. RESIGNED	12/13/2023
WALSBURG, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	12/13/2023

<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BALSAVICH, JANEL E	ECFE PARAPROFESSIONAL/DW	12/22/2023 06/07/2024
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DW	01/02/2024 04/01/2024
SMITH, JAMIE L	SUPERVISORY PARA/DENFELD	12/13/2023 03/13/2024

<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT ES	12/21/2023
GEARY, CANDICE R	PRE K PROGRAM PARA/MYERS-WILKINS ES	12/11/2023
KAUFFMAN, BRENDA L	HRLY CAFETERIA-PLAYGROUND MONITOR/ LAURA MAC ES	12/21/2023
KLINE, KATHARINE L	SPED PROG PARA SETTING III/IV - LOWELL ES	12/14/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA-EAST HS	01/05/2024
OLSON, SARAH L	SPED PROG PARA SETTING III/IV - LESTER PARK ES	12/31/2023
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV / EAST HS	12/21/2023

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report Jan. 16, 2024 Committee Meeting

REVENUES	23-24		23-24		23-24		23-24		1/11/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		Jan 1 2024	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE	July -June		
General	1	\$126,200,922.80	\$127,385,532.17	\$42,948,941.69	-\$0.01	\$84,436,590.47				34%
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$2,066,085.84		\$1,973,114.16				51%
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,639,267.99		\$5,381,673.13				23%
Community Ed	4	\$8,495,545.00	\$8,497,590.00	\$2,463,549.23	\$ -	\$6,034,040.77				29%
Operating Capiatl	5	\$2,742,547.00	\$2,742,547.00	\$1,197,348.41	\$ -	\$1,545,198.59				44%
Building Construction	6	\$ -	\$ -	\$ -		\$ -				
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,010,554.02	\$ -	\$21,636,668.98				9%
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00				0%
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$413,500.12	\$ -	\$536,499.88				44%
Student Acitivity	79	\$58,406.00	\$585,259.43	\$199,382.84	\$ -	\$385,876.59				34%
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,144,392.72</b>	<b>\$52,938,630.14</b>	<b>-\$0.01</b>	<b>\$122,205,762.57</b>	<b>\$ -</b>			<b>30%</b>

EXPENSES	23-24		23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June	July - June	July - June		
General	1	\$120,283,293.86	\$120,803,926.74	\$52,213,634.94	\$4,493,092.89	\$64,097,198.91				47%
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$2,046,594.37	\$1,761,879.32	\$204,402.31				95%
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$3,820,606.95	\$391,651.73	\$2,537,374.08				62%
Community Ed	4	\$7,630,865.00	\$9,630,865.00	\$3,688,437.74	\$25,432.37	\$5,916,994.89				39%
Operating Capiatl	5	\$7,999,619.25	\$7,999,619.25	\$4,441,422.46	\$870,384.19	\$2,687,812.60				66%
Building Construction	6	\$ -	\$ -	\$2,832,537.50	\$4,800.00	-\$2,837,337.50				
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55				10%
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00				0%
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$381,551.01	\$ -	\$533,448.99				42%
Student Acitivity	79	\$306,948.00	\$276,264.96	\$110,384.53	\$4,515.88	\$161,364.55				42%
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$174,281,934.71</b>	<b>\$71,791,631.95</b>	<b>\$7,551,756.38</b>	<b>\$94,938,546.38</b>	<b>\$ -</b>			<b>46%</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$40,463.50	Program 298	Revenue \$293,193.59
Program 110 Admin	\$ -	Program 298	Expense \$300,404.61
Program 108 Tech	\$1,735,572.00		
Program 203 Elem	\$732,158.39		
Program 211 Secondary	\$617,061.32		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportatio	\$ -		
Program 740 Pupil Engage	\$3,663.38		
	<u>\$3,128,918.59</u>		

*Draft: 1/15/2024*

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**ESCROW AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), ST. LOUIS COUNTY, MINNESOTA**

**and**

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION**

**as Escrow Agent**

**Dated as of February 8, 2024**

**Relating to**

**Independent School District No. 709  
(Duluth), St. Louis County, Minnesota**

**\$24,130,000 Refunding Certificates of Participation, Series 2019A  
dated May 29, 2019**

**and**

**\$5,070,000 Refunding Certificates of Participation, Series 2021B  
dated March 9, 2021**

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This Escrow Agreement, dated as of February 8, 2024 (the “Escrow Agreement”), is between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), St. Louis County, Minnesota (the “District”) and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, in Green Bay, Wisconsin, a national banking association (the “Escrow Agent”).

BACKGROUND:

WHEREAS, the District and the Escrow Agent, as vendor, entered into a Lease Purchase Agreement dated as of October 1, 2009, as amended (the “Contract”), to provide school facilities; and

WHEREAS, pursuant to a Declaration of Trust dated October 1, 2009, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019 and the Supplement to Declaration of Trust dated as of March 1, 2021 (the “Declaration”) between the District and the Escrow Agent, as trustee, Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, in the original principal amount of \$24,130,000 (the “2019A Certificates”), were issued to refinance the school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2019A Certificates, which are outstanding and mature, or are subject to mandatory redemption, on and after March 1, 2025 (the “2019A Refunded Certificates”); and

WHEREAS, the 2019A Refunded Certificates maturing on and after March 1, 2028, are subject to redemption and prepayment on March 1, 2027 (the “2019A Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to the Declaration, Refunding Certificates of Participation, Series 2021B dated March 9, 2021, in the original principal amount of \$5,070,000 (the “2021B Certificates”) were issued to refinance school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2021B Certificates which are outstanding and mature, or are subject to mandatory redemption on and after March 1, 2025 (the “2021B Refunded Certificates”); and

WHEREAS, the 2021B Refunded Certificates maturing on or after March 1, 2029, are subject to redemption and prepayment on March 1, 2028 (the “2021B Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to Sections 8.01 and 8.02 of the Declaration, the 2019A Refunded Certificates and the 2021B Refunded Certificates (collectively, the “Refunded Certificates”) may be deemed to be paid and discharged and the lien of the Declaration to the Refunded Certificates shall be terminated when there shall have been provided for by irrevocably depositing with the Escrow Agent and irrevocably setting aside for such payments (i) monies sufficient to make such payments, or (ii) Governmental Obligations (as defined in the Declaration) maturing as to principal, together with interest thereon, in such amounts and at such times as to provide sufficient monies to make such payments, and the necessary and proper fees and expenses of the Escrow Agent; and

WHEREAS, the District has determined to provide, through the issuance of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024 (the “Bonds”), the proceeds of which will be used for the purpose of providing the funds for the deposits required by the Declaration to defease, pay and prepay the Refunded Certificates; and

WHEREAS, the Refunded Certificates are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds for the Bonds are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance, are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special account sufficient to ensure (i) the payment of the principal of and interest on the Refunded Certificates (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The District has, in accordance with a resolution of its governing body, adopted on January 23, 2024, caused to be issued and sold the Bonds for the purpose of funding the Escrow Account under this Escrow Agreement, from which shall be paid: (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the District directs the Escrow Agent that:
- i. proceeds of the Bonds in the amount of \$21,285,826.85 (the “Proceeds”); plus
  - ii. funds of the District in the amount of \$0.00;

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);

b. to establish a beginning cash deposit in the Escrow Account (the “Cash Balance”), all as set forth on Exhibit A;

c. to payment of the Rental Payments of the Contract represented by the 2019A Refunded Certificates, consisting of principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1;

d. to redeem and prepay at the Prepayment Price under the Contract represented by the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunding Certificates Redemption Date in accordance with the notice shown on Exhibit D-1;

e. to payment of the Rental Payments under the Contract represented by the 2021B Refunded Certificates consisting of principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024 and each March 1 and September 1 thereafter through March 1, 2028 as provided in Section 1; and

f. to redeem and prepay at the Prepayment Price under the Contract represented by the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date, in accordance with the notice shown on Exhibit D-2.

B. The District further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be used to pay the amounts and on the dates set forth in Section 1.

C. The Escrow Agent shall provide the Notices of Defeasance and Call for Redemption as set forth on Exhibits C-1 and C-2 and the Notices of Call for Redemption as set forth on Exhibits D-1 and D-2 to the owners of the Refunded Certificates at the time and in the manner required in Sections 3.05 and 8.02 of the Declaration and in accordance with Section 6 of this Escrow Agreement.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account under the Prepayment Fund created in the Declaration, which shall be a special, segregated and irrevocable Escrow Account in the name of the District.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Certificates. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in escrow and shall be applied solely in accordance with the provisions hereof and of the Declaration.

C. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the District, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof



required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in the Escrow Account separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

D. Except as set forth herein, or as may be directed by the District if accompanied by a legal opinion of nationally-recognized bond counsel, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The District and the Escrow Agent acknowledge receipt of a report of Robert Thomas CPA, LLC, of Minneapolis, Minnesota, certified public accountants (the “Escrow Verification Report”), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay (i) principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1, and to redeem and prepay the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunded Certificates Redemption Date; and (ii) principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2028, as provided in Section 1 and to redeem and prepay the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date.

Section 5. District Covenants.

A. The District covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6 of this Escrow Agreement that monies on hand in the Escrow Account and available for payment of the Refunded Certificates, as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Certificates, the District will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable.

B. The District covenants that any monies in the special Escrow Account held by the Escrow Agent for the payment and discharge of the Refunded Certificates which remain after the 2021B Refunded Certificates Redemption Date and are returned to the District in accordance with this Agreement, will be utilized in accordance with the Declaration.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent shall mail the Notices of Defeasance and Call for Redemption attached hereto as Exhibits C-1 and C-2 to the applicable holders of the Refunded Certificates within 30 days of the date of this Agreement as required by Minnesota Statutes, Section 475.67,

Subd. 7. The Escrow Agent agrees with respect to the Notices of Call for Redemption of the applicable Refunded Certificates, attached hereto as Exhibits D-1 and D-2, that:

i. if it is the bond registrar and paying agent for the Refunded Certificates, it shall provide written notice of redemption to the holders of the Refunded Certificates as and when required by the Declaration; and

ii. notwithstanding the foregoing, if the Refunded Certificates are registered in the name of Cede & Co., as nominee for DTC, it will send the notice of redemption to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the notice of redemption at least 32 days prior to the applicable Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements).

B. The Escrow Agent agrees with respect to payments and prepayments of the principal of and interest on (i) the 2019A Refunded Certificates and on the 2019A Refunded Certificates Redemption Date, and (ii) the 2021B Refunded Certificates and on the 2021B Refunded Certificates Redemption Date, as provided for in Section 2, that it shall remit from the Escrow Account directly to the holders of the applicable Refunded Certificates the money required for the Rental Payments under the Contract represented by the Refunded Certificates as set forth in Section 1.

C. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

D. The Escrow Agent shall immediately notify the District if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of principal of and interest on the Refunded Certificates and for prepayment of the Refunded Certificates as set forth in Section 1 are insufficient to make such payment.

E. The Escrow Agent shall return to the District any monies held in escrow for the payment and discharge of any of the Refunded Certificates which remain after the Redemption Date.

F. The Escrow Agent shall furnish to the District an annual report, as soon as possible and in any case within 60 days after the end of each calendar year, showing receipts and disbursements by the Escrow Agent hereunder for such calendar year.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by the Chair and the Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the District to the effect that a resolution in the form therein set forth has been adopted by the District as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of monies in the Escrow Account as herein provided; and (d) providing the notices of defeasance and notices of call for redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$2,400.00 which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the District.

Section 10. Concerning the Refunded Certificate Holders. This Escrow Agreement shall be binding upon and inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Certificates. Such third-party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Certificates have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Certificates are not presented to the bond registrar and paying agent for the Refunded Certificates for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Declaration.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the District: Independent School District No. 709  
Attention: Executive Director of Business Services  
709 Portia Johnson Drive  
Duluth, MN 55811

To Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

To the Escrow Agent: Associated Trust Company, National Association  
200 North Adams Street  
P.O. Box 19006  
Green Bay, Wisconsin 54307-9006

To DTC: The Depository Trust Company  
Attention: Call Notification Department, 4<sup>th</sup> Floor  
570 Washington Blvd.  
Jersey City, NJ 07310

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A Sources and Uses of Funds  
Exhibit B Federal Securities  
Exhibit C-1 Notice of Defeasance and Call for Redemption-2019A Certificates  
Exhibit C-2 Notice of Defeasance and Call for Redemption-2021B Certificates  
Exhibit D-1 Notice of Call for Redemption-2019A Certificates  
Exhibit D-2 Notice of Call for Redemption-2021B Certificates

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

Attest:

By \_\_\_\_\_  
Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

(Signature page to Escrow Agreement between Independent School District No. 709, Duluth, Minnesota, and Associated Trust Company, National Association, dated as of February 8, 2024)

**EXHIBIT A  
SOURCES AND USES OF FUNDS**

<b>SOURCES OF FUNDS</b>	
Principal Amount of 2024A Bonds	\$21,708,231.00
Net Original Issue Premium	0.00
Accrued Interest	0.00
District Debt Service Funds	0.00
<b>TOTAL</b>	<b>\$21,708,231.00*</b>
<b>USES OF FUNDS</b>	
Federal Securities	\$21,285,826.00
Cash Balance	0.85
Underwriter Discount	350,000.00***
Costs of Issuance for the 2024A Bonds	70,974.87**
Deposit to District Debt Service Fund	1,429.28**
<b>TOTAL</b>	<b>\$21,708,231.00</b>

\* Proceeds and District Funds (Bonds Proceeds) deposited with Escrow Agent (except for Underwriter Discount)

\*\* Proceeds for Costs of Issuance (other than the \$2,400.00 for Escrow Agent fees) and amount to be deposited in District's Debt Service Fund for the Bonds, deliver to the District

\*\*\* Underwriter Discount by the purchaser of the Bonds retained

**EXHIBIT B**  
**FEDERAL SECURITIES**



*ESCROW DESCRIPTIONS*

Independent School District No. 709, (Duluth), St. Louis County, Minnesota  
Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A  
Taxable AR of 2019A and 2021B COPs  
Non-Callable  
VERIFIED FINAL NUMBERS

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 8, 2024:							
	SLGS	Note	03/01/2025	09/01/2024	1,683,582	4.830%	4.830%
	SLGS	Note	03/01/2026	09/01/2024	1,812,798	4.350%	4.350%
	SLGS	Note	03/01/2027	09/01/2024	15,508,695	4.110%	4.110%
	SLGS	Note	03/01/2028	09/01/2024	2,280,751	4.010%	4.010%
					21,285,826		

SLGS Summary

SLGS Rates File	09JAN24
Total Notes	21,285,826.00



## EXHIBIT C-1

### NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2027, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2027, and to prepay and redeem the Certificates maturing on and after March 1, 2028 on March 1, 2027, and to defease the following outstanding Refunded Certificates of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, having stated maturity dates of March 1 in the years 2025 through 2029, 2032 and 2034, both inclusive, totaling \$17,825,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-6	2025	\$1,350,000	3.25%	264474 JC2
R-7	2026	\$1,400,000	4.00%	264474 JD0
R-8	2027	\$1,460,000	4.00%	264474 JE8
R-9	2028	\$1,525,000	4.00%	264474 JF5
R-10	2029	\$1,595,000	4.00%	264474 JG3
R-11	2032	\$5,430,000	4.00%	264474 JH1
R-12	2034	\$5,065,000	4.20%	264474 JJ7

The Refunded Certificates maturing on and after March 1, 2028 are being called at a price of par plus accrued interest to March 1, 2027, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2027. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

## EXHIBIT C-2

### NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2028, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2028, and to prepay and redeem the Certificates maturing or subject to mandatory redemption on and after March 1, 2029 on March 1, 2028, and to defease the following outstanding Refunded Certificates of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021, having stated maturity dates of March 1 in the years 2028 and 2032, totaling \$3,695,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-4	2028	\$1,875,000	2.60%	264474 JV0
R-5	2032	\$1,820,000	3.00%	264474 JW8

The 2028 Maturity of the Refunded Certificates, as provided in the Supplement to Declaration of Trust dated as of March 1, 2021, will be subject to the mandatory sinking fund redemption on March 1 of the following years and in the following amounts:

<i>Year</i>	<i>Amount</i>
2025	\$460,000
2026	460,000
2027	470,000
2028	485,000

The Refunded Certificates maturing in 2032 are being called at a price of par plus accrued interest to March 1, 2028, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2028. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

**EXHIBIT D-1**

**NOTICE OF CALL FOR REDEMPTION  
\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2027 (the “Redemption Date”), all outstanding obligations of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “Certificates”), having stated maturity dates of March 1 in the years 2028, 2029, 2032 and 2034, totaling \$13,615,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2028	\$1,525,000	264474 JF5
2029	\$1,595,000	264474 JG3
2032	\$5,430,000	264474 JH1
2034	\$5,065,000	264474 JJ7

The Certificates are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. **The redemption of the Certificates is contingent upon the receipt by Associated Trust Company, National Association, as trustee, of sufficient funds by 9:00 a.m. CT on the Redemption Date.** Holders of the Certificates hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

**EXHIBIT D-2**

**NOTICE OF CALL FOR REDEMPTION  
\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2028 (the “Redemption Date”), all outstanding obligations of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 (the “Certificates”), having a stated maturity date of March 1, 2032, totaling \$1,820,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2032	\$1,820,000	264474 JW8

The Certificates to be prepaid are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. Holders of the Certificates to be prepaid are hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

**ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
713 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **BID – 1321 COMMERCIAL POOL RENOVATION SERVICES**  
**Date:** December 27, 2023

BID is for Commercial Pool Renovation Services at Lincoln Park Middle School.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
HORIZON COMMERCIAL POOLS	\$222,214.00
GLOBAL SPECIALTY CONTRACTORS	\$380,718.40

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Corey Karren reviewed the RFP.

Bryan Brown, Manager of Facilities, recommends accepting and awarding the BID meeting specifications as submitted by HORIZON COMMERCIAL POOLS for the amount of **\$222,214.00**.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

**Program:** Facilities

**Fund Custodian:** Bryan Brown, Manager of Facilities

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**Jill Lofald, Board Chair**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8700

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP #320 ENGINEERING SERVICES/TRANSPORTATION  
BUILDING ADDITION**  
**Date:** January 11, 2024

The quote is for professional engineering services for addition construction to the transportation building and salt storage area.

Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 56,000.00
NORTHLAND CONSULTING ENGINEERS	\$ 58,460.00
ICS	\$151,522.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **\$56,000.00** for the **ENGINEERING SERVICES/TRANSPORTATION BUILDING ADDITION**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

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Jill Lofald, Board Chair

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 12/18/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Chloe Nelson

12/18/2023

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 12/21/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Sonya Kirkman

12/21/2023



January 3, 2024

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Road  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Sophia Bata</b>	<b>Duluth Public Schools</b>	<b>1/3/2024</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Christine 'Lisa' Post  
Bridge Program

Kathleen Wilson  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 1/4/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Juanita Gawboy

1/4/2024

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 1/4/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Colten Boozell

*1/4/2024*

January 11, 2024

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Destyni Amani Clingerman</b>	<b>Duluth Public Schools</b>	<b>1/18/2024</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

December 13, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Road  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Katlin Maciejewski</b>	<b>Duluth Public Schools</b>	<b>1/19/2024</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Christine 'Lisa' Post  
Bridge Program

Kathleen Wilson  
Area Learning Center

## DISTRICT 709 FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

**DIRECTIONS:** All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

### DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

### INSTRUCTIONAL TRIP ACTION

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

### SUPPLEMENTAL TRIP ACTION

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

**Instructional/Supplemental Trips need not be sent to District office.**

### EXTENDED TRIP ACTION

Principal:  Recommended Name: Danette Schae (Florence signed page 2)  
 Not Recommended Date: 11-30-23

Assistant Superintendent:  Recommended Name: Anthony Burk  
 Not Recommended Date: 12/19/23

School Board:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

**All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.**

# FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip:      Instructional      Supplementary      Extended

1. Organization/Grade/Course Planning Trip: CTE AFNR

2. Contact Person (Responsible for Checklist Completion): Sonja Hakanson

3. Field Trip Date(s): 2/13/24 - 2/15/24 Destination: Camp Menogyn

4. Field Trip Overview (Include events, establishments and locations):  
see attached itinerary

5. Field Trip Departure from School (Date and Time): 2/13/24 8am

Field Trip Return to School (Date and Time): 2/15/24 6pm

6. Objectives of Field Trip: social and emotional learning, physical challenge, learn about local flora + fauna

7. Relationship to Curriculum or Student Learning: Connected to Forestry, Fish + Wildlife curriculum, overall SEL, career experience

8. Planned Follow-up Field Trip Activities: Share with other students. Rebrief on trip experiences.

9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 1830.00
Total Meals	\$ 1283.16
Total Lodging	\$ 1040.40
Total Transportation	\$
<input checked="" type="checkbox"/> School District Vehicle(s)	
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	370
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends: <u>substitute x 3 days</u>	\$ 480.450
Other:	\$
<b>Total</b>	<b>\$</b>

Revenues	
District Budget Code: <u>01E005 211161306013</u>	\$ 4801.04
Booster Group	\$
Donations	\$
Student Fees	\$ <del>181.00</del> 15.00
Total Additional Stipends:	\$
<b>Total</b>	<b>\$</b>

~~3,133.16~~  
**\$ 4,973.56**

11. Reviewed/Completed Request Checklist:      Yes      No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

Kerry Hoban 11-30-23

## **Day Trips and Activities at Menogyn**

**Menogyn offers dogsledding, winter hikes, snowshoeing, cross country skiing, and a wood stove sauna.**

### **Dog sledding**

**Our most popular activity is very dependent on the winter conditions. The two mushers will use their discretion to make sure humans and dogs alike have a safe and fun experience. Participants are encouraged to help with feeding and watering of dogs and meet the dogs in the dog yard!**

### **Winter Treks/Hikes/Snowshoes/Skis**

**Daniels Bluff: a short 45 minute round trip hike. Trail is located behind the dining hall and offers an overlook of Daniel's Lake, which is in the BWCAW. The trail is steep at the end, but very manageable.**

**Caribou Rock: located off the Hungry Jack Road, it takes about 2 hours round trip from Menogyn. It's about a 1.5 mile walk from the Menogyn landing. The overlook offers a beautiful view of West Bearskin Lake and is one of the most photographed spots in the BWCAW.**

**Honeymoon Bluff: about a three-hour round trip adventure from camp. The trail is located off the Clearwater Road about three miles from Menogyn. Honeymoon Bluff offers a spectacular view of Hungry Jack and Bearskin Lake.**

**Rose Falls: about a 3-4 hour roundtrip adventure from camp, Rose Falls is a beautiful waterfall in-between Duncan and Rose Lakes. Rose Lake is on the border of Canada, so you also get views of our friendly northern neighbor.**

**Rose Falls and Bottlecap Overlook: 4-6 hour roundtrip adventure from camp, Bottlecap is a gorgeous overlook of the border lakes. It is well worth the work to get there. The spur trail to Bottlecap is located on the Duncan-Rose portage, so you also get to see Rose Falls.**

**Sig Olson Lake: a little lake tucked away off Bearskin- hike there in the winter or bushwack/drag your canoe there in the summer (it usually requires some muddy feet in the summer!)**

**Groomed Ski Trails at East Bearskin Lodge: hop in a vehicle and drive the 15 minutes south of camp to East Bearskin Lodge for some of the finest groomed ski trails in Minnesota. Trails are groomed for classic and skate. Day passes are \$, but worth it. These trails are amazing! You can also grab an adult beverage or mug of cocoa in their lodge after your ski.**

### **Sauna**

**Menogyn has a traditional wood fired sauna. The staff will stoke the sauna and lifeguard the hole in the lake ice for participants "to dip" during their sauna the final evening of their visit at camp.**



## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
  - 1. support the goals and objectives of the education programs;
  - 2. consider the needs, age, and maturity of students;
  - 3. foster respect and appreciation for cultural diversity and varied opinion;
  - 4. fit within the constraints of the school district budget;
  - 5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  - 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  - 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

#### **IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS**

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### **V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS**

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

##### **B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource**

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)
  - d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
- 3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.

4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
  - b. shall examine the specific instructional material’s area of concern;
  - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
  - d. shall submit a written report to the superintendent or the superintendent’s designee containing the Review Committee’s decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
5. The superintendent or the superintendent’s designee shall inform the requestor and the school board of the Review Committee’s decision.
6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)

Replaces: Policies 6030, 6035 & 6040  
 First Reading: 12.19.2023  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 606

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
1. support the goals and objectives of the education programs;
  2. consider the needs, age, and maturity of students;
  3. foster respect and appreciation for cultural diversity and varied opinion;
  4. fit within the constraints of the school district budget;
  5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize

advisory committees.

#### IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- ~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~
- ~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

#### B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)

- d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.
  4. The Review Committee
    - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
    - b. shall examine the specific instructional material's area of concern;
    - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
    - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
  5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.
  6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)

## ~~6030 INSTRUCTIONAL RESOURCES~~

~~One of the primary objectives of the School District is to provide instructional resources that enrich and support the educational program of the school. Instructional resources are designed to:~~

- ~~1. Provide a wide range of experiences on all levels of difficulty with diversity of appeal, presenting different points of view, reflecting non-sexist and non-discriminatory roles, attitudes, values, and concepts.~~
- ~~2. Stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.~~
- ~~3. Provide background of the many religious, ethnic, and cultural groups and their contribution to our American heritage, literature, arts, and sciences.~~
- ~~4. Provide a variety of formats to give students and teachers the opportunity to select the media best suited to the learning needs of individual pupils.~~

~~The School Board supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the "Library Bill of Rights" of the American Library Association, "The Right to Read" published by the National Council of Teachers of English, and "The Freedom of View" written by the Educational Film Library Association. In the event that materials are challenged, the principles of intellectual freedom, the right to access of materials, and the integrity of the licensed staff must be upheld while reevaluating the material in question.~~

~~Adopted: 12-14-1976 ISD-709~~

~~Revised: 10-09-1979~~

~~01-08-1980~~

~~11-12-1985~~

~~06-20-1995~~

~~08-17-2004 ISD-709~~

## ~~6035—SELECTION OF INSTRUCTIONAL MATERIALS~~

### ~~I.—PURPOSE~~

~~The purpose of this policy is to provide direction for selection of textbooks and instructional materials.~~

### ~~II.—GENERAL STATEMENT OF POLICY~~

~~The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.~~

### ~~III. RESPONSIBILITY OF SELECTION~~

~~A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.~~

~~B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:~~

- ~~—1. support the goals and objectives of the education programs;~~
- ~~—2. consider the needs, age and maturity of students;~~
- ~~—3. foster respect and appreciation for cultural diversity and varied opinion;~~
- ~~—4. fit within the constraints of the school district budget; and~~
- ~~—6. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61.~~

~~C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.~~

### ~~IV.—SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS~~

~~A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.~~



~~B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.~~

~~V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONS MATERIALS~~

~~A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.~~

~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~

~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

~~Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction—Curriculum)  
—Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
—Minn. Stat. § 123B.03, Subd. 8 (School Board Responsibilities)  
—Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)  
—Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
—Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)  
—Pratt v. Independent Sch. Dist. No. 831, 670F.2d 771 (8th Cir, 1982)~~

~~Adopted: 11-09-1976 ISD 709~~

~~Revised: 02-11-1986~~

~~01-17-2006 ISD 709~~

## ~~6040 — CHALLENGED INSTRUCTIONAL RESOURCES~~

~~If a resident of the School District requests the removal or restriction of a resource for anyone other than his/her child/ward, a Request for Reconsideration of an Instructional Resource Form, available in the office of the principal, must be completed and signed. The materials in questions will continue to be available for use in the curriculum during the reconsideration process, which is as follows:~~

### Step One

~~A committee consisting of three building level instructional personnel shall be established by the principal to review any challenged resource. Upon receipt of a Request for Reconsideration, the committee shall read the complaint. All committee members shall thoroughly review the resource in question. Following this review, the committee may meet with the complainant to discuss the resource. The committee shall make a decision regarding the future use of this resource in the school program. After reviewing the decision with the committee, the principal shall, within ten (10) working days, notify the complainant of the decision in writing. The complainant may appeal the committee's decision to the Director of Curriculum, Instruction & Assessment within ten (10) working days of receipt of the principal's notification of decision.~~

### Step Two

~~Upon receipt of a request for appeal, the Director of Curriculum, Instruction & Assessment shall appoint a five member committee composed of at least one school media person, a teacher of the discipline named in the complaint, and an administrator. The committee shall read the complaint, review the resource, and consider the building level decision. Following this review, the committee shall meet with the complainant to discuss the matter. Within thirty (30) working days the committee shall make a decision and disseminate it to the complainant and all principals. The entire Step Two process shall be completed in sixty (60) days following the receipt of the request for appeal.~~

### Step Three

~~The Step Two decision may be appealed to the Superintendent and the School Board within ten (10) working days of receipt of the Step Two decision.~~

~~Adopted: 11-09-1976 ISD 709~~

~~Revised: 02-11-1986~~

~~06-20-1995~~

~~08-17-2004 ISD 709~~

**722 PUBLIC DATA AND DATA SUBJECT REQUESTS**

**I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

**II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

**III. DEFINITIONS**

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity’s website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

#### **IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also

by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made and directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

**VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.

- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

### **VIII. COSTS**

- A. Public Data
  - 1. The school district will charge for copies provided as follows:
    - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
    - b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
      - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
      - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
  - 2. All charges must be paid for [in cash, check, or online service] in advance of receiving the copies.



B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**

Superintendent  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Compliance Official:**

Executive Director of Business Services and Finance  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Designee(s):**

Business Services Coordinator  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.01 (Government Data)
- Minn. Stat. § 13.02 (Definitions)
- Minn. Stat. § 13.025 (Government Entity Obligation)
- Minn. Stat. § 13.03 (Access to Government Data)
- Minn. Stat. § 13.04 (Rights of Subjects to Data)
- Minn. Stat. § 13.05 (Duties of Responsible Authority)
- Minn. Stat. § 13.32 (Educational Data)
- Minn. Rules Part 1205.0300 (Access to Public Data)
- Minn. Rules Part 1205.0400 (Access to Private Data)

**Cross References:**

- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy  
 Replacing: Policy 108  
 First Reading: 09-18-2018  
 Adopted: 10-16-2018  
 Reviewed: 10-15-2019  
 Reviewed: 07-21-2020  
 First Reading: 11-15-2022  
 Second Reading: 12-20-2022  
 Reviewed:

**722 PUBLIC DATA AND DATA SUBJECT REQUESTS**

**I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

**II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

**III. DEFINITIONS**

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity’s website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

**IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

**V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made ~~in writing~~ and directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor’s access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

**VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or

disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.

- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

### VIII. COSTS

#### A. Public Data

- 1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
- 2. All charges must be paid for [in ~~cash or by check~~ cash, check, or online service] in advance of receiving the copies.

**[Note: the district should identify the payment methods that it will accept.]**



B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**

Superintendent  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Compliance Official:**

Executive Director of Business Services and Finance  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Designee(s):**

Business Services Coordinator  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.01 (Government Data)
- Minn. Stat. § 13.02 (Definitions)
- Minn. Stat. § 13.025 (Government Entity Obligation)
- Minn. Stat. § 13.03 (Access to Government Data)
- Minn. Stat. § 13.04 (Rights of Subjects to Data)
- Minn. Stat. § 13.05 (Duties of Responsible Authority)
- Minn. Stat. § 13.32 (Educational Data)
- Minn. Rules Part 1205.0300 (Access to Public Data)
- Minn. Rules Part 1205.0400 (Access to Private Data)

**Cross References:**

- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy  
Replacing: Policy 108  
First Reading: 09-18-2018  
Adopted: 10-16-2018  
Reviewed: 10-15-2019  
Reviewed: 07-21-2020  
First Reading: 11-15-2022  
Second Reading: 12-20-2022  
Reviewed:

**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

**I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

**V. THE PUBLIC’S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

**VI. PUBLIC COMMENT**

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

**VII. PROCEDURES**

A. Agenda Items

1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of

state or federal law, this policy or the statutory rights of privacy of an individual.

5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
7. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

## VIII. LISTENING SESSIONS

The School Board will conduct a 45 minute listening session one hour prior to the monthly regular School Board meeting.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, city, and phone number or email, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals' comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

## **IX. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

First Reading: 10.20.2020  
Second Reading: 11.17.2020  
Adoption: 10.15.2020  
First Reading: 10.17.2023  
Second Reading: 11.21.2023  
Adoption: 11.21.2023  
Review:

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- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:



Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

## **V. THE PUBLIC’S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## **VI. PUBLIC COMMENT**

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

## **~~VII.~~VIII. LISTENING SESSIONS**

The School Board will conduct a 45 minute listening session one hour prior to the monthly regular School Board meeting ~~from 5:30 p.m. to 6:15 p.m.~~

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address city, and phone number or email, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

## **VIII.VII. PROCEDURES**

### A. Agenda Items

1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
7. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

### B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.

4. Complaints which are unresolved at the superintendent’s level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

**IX. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys’ fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
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**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)  
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

First Reading: 10.20.2020  
Second Reading: 11.17.2020  
Adoption: 10.15.2020  
First Reading: 10.17.2023  
Second Reading: 11.21.2023  
Adoption: 11.21.2023

**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

**I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

**V. THE PUBLIC’S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

**VI. PUBLIC COMMENT**

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

**VII. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address city, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

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**A. Agenda Items**

1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
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3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.



4. Complaints which are unresolved at the superintendent’s level may be brought before the school board by notifying the school board in writing.

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- A. The school district is liable for damages, costs and attorneys’ fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
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Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
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First Reading: 10.20.2020  
Second Reading: 11.17.2020  
Adoption: 10.15.2020  
First Reading: 10.17.2023  
Second Reading: 11.21.2023  
Adoption: 11.21.2023

## **539 COUNSELING REGARDING PRE-CAREER AND TECHNICAL PROGRAMS**

### **I. PURPOSE**

- A. Counseling Materials: The purpose of this policy is to identify a procedure, tools and staff responsible to regularly evaluate whether District, counselor, or teacher developed promotional materials create or perpetuate stereotypes or limitations based on race, color, national origin, sex or disability.
- B. Disproportionate Enrollment: The District shall evaluate whether the disproportionate enrollment is the result of discrimination, address instances of disproportionate enrollment and take steps to encourage nontraditional participation and equity with respect to race, sex and disability.

### **II. DEFINITIONS**

- A. "Counseling Materials" are materials used for the purpose of promoting career and technical programs.
- B. "Disproportionate Enrollment" is the ratio between the percentage of persons in a particular race, sex, or disability demographic compared to the percentage of the race, sex, or disability demographic of all students enrolled.

### **III. COUNSELING MATERIALS**

#### Establishing Bias-Free Materials

- A. District staff shall ensure that counseling and counseling materials are free from bias and stereotypes on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, homelessness, or English Learner status. District staff will encourage students to consider programs of study, courses, extracurricular activities, and occupational opportunities on the basis of individual interests, abilities, and skills rather than race, color, sex, gender identity, religion, national origin, disability, homelessness, or English Learner status. The Superintendent or designee shall yearly examine counseling and testing materials for bias and address any bias found therein.
- B. The Superintendent or designee will ensure compliance with our counseling practices via interviews with staff, a review of counseling materials, and discussions with students and parents/guardians on a yearly basis.
- C. If a particular class is disproportionately male or female, the District must make sure this situation did not result because of a sex-biased counseling, a hostile environment, or the use of discriminatory counseling and/or testing methods.

### **IV. DISPROPORTIONATE ENROLLMENT**

- A. After classes are set and students have registered, the Superintendent or designee will review enrollment numbers, determine if there is disproportionate enrollment, and consider what can be changed to increase enrollment in classes. When disproportionate enrollment occurs, the District must assess counseling materials and activities and make appropriate revisions, address any instances of discrimination or bias, or identify a legitimate, nondiscriminatory rationale.

- B. The District needs to demonstrate valid and nondiscriminatory reasons for disproportionate enrollment and ensure that all students are provided nondiscriminatory counseling services. If a disparity is identified, the school district must take action to ensure that the disproportionate enrollment is not the result of discrimination. Such actions may include staff training, reviewing master schedule conflicts, assignments of students to courses, recruitment efforts, and counseling information provided to students.

Examples of what can be done:

1. Analyze course enrollment data to identify disproportionate enrollment of minority, female and students with disabilities
2. Identify discriminatory practices in existing programs, policies and procedures.
3. Review guidance materials for stereotypes.
4. Improve the process to ensure all students and parents are informed of all course and program offerings.
5. Make sure course catalogs and brochures are periodically reviewed for bias.
6. Is the process for developing student schedules reviewed to ensure that counselors and advisors are not discouraging any student from enrolling in a particular program or course based on factors not related to program criteria?
7. Consider taking specific steps to encourage students to enroll in courses that are non-traditional.
8. Consider approaches to reduce disproportionate enrollment in future years. Examples: bring in speakers to discuss non-traditional careers with students, holding open-houses, displaying student work, offering college credit for courses, conducting survey of parent/student interest, after-school clubs, renaming courses or rewriting course descriptions.
9. Support training of staff members or administration on non-traditional enrollment, particularly on strategies to engage female students in STEM courses.

First Reading:  
**Adopted:**  
Renumbered:

1/22/2019  
**2/26/2019 ISD 709**

## **535 539 COUNSELING REGARDING PRE-CAREER AND TECHNICAL PROGRAMS**

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- B. The Superintendent or designee will ensure compliance with our counseling practices via interviews with staff, a review of counseling materials, and discussions with students and parents/guardians on a yearly basis.
- C. If a particular class is disproportionately male or female, the District must make sure this situation did not result because of a sex-biased counseling, a hostile environment, or the use of discriminatory counseling and/or testing methods.

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- B. The District needs to demonstrate valid and nondiscriminatory reasons for disproportionate enrollment and ensure that all students are provided nondiscriminatory counseling services. If a disparity is identified, the school district must take action to ensure that the disproportionate enrollment is not the result of discrimination. Such actions may include staff training, reviewing master schedule conflicts, assignments of students to courses, recruitment efforts, and counseling information provided to students.

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1. Analyze course enrollment data to identify disproportionate enrollment of minority, female and students with disabilities
2. Identify discriminatory practices in existing programs, policies and procedures.
3. Review guidance materials for stereotypes.
4. Improve the process to ensure all students and parents are informed of all course and program offerings.
5. Make sure course catalogs and brochures are periodically reviewed for bias.
6. Is the process for developing student schedules reviewed to ensure that counselors and advisors are not discouraging any student from enrolling in a particular program or course based on factors not related to program criteria?
7. Consider taking specific steps to encourage students to enroll in courses that are non-traditional.
8. Consider approaches to reduce disproportionate enrollment in future years. Examples: bring in speakers to discuss non-traditional careers with students, holding open-houses, displaying student work, offering college credit for courses, conducting survey of parent/student interest, after-school clubs, renaming courses or rewriting course descriptions.
9. Support training of staff members or administration on non-traditional enrollment, particularly on strategies to engage female students in STEM courses.

First Reading:  
**Adopted:**

1/22/2019  
**2/26/2019 ISD 709**

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 9, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

B. Informational Items

1) Duluth Transit Authority Partnership 2

2) Presentations

a. Baird Financial Update 8

b. Education Equity Advisory Committee 17

c. Special Services Update 26

d. Employee Wellness Initiatives 42

e. Head Start Governing Board Training 55

C. Other

4. **ADJOURN**

## COW Agenda Cover Sheet

**Meeting Date: Jan. 9, 2024**

**Topic: DTA Bus Pass Program Pilot**

**Presenter(s):**

Anthony Bonds, Assistant Superintendent

Adelle Wellens, Communications

David Clark, DTA

Rod Fournier, DTA

Chris Belden, DTA

Jeff Dahlgren, DTA

**Attachment (yes or no):** Yes

Duluth Transit Authority Partnership

**Brief Summary of Presentation or Topic (no more than a few sentences):** The Duluth Transit Authority Board approved a pilot program to allow Duluth Public Schools high school students and all staff to ride for free with a student/district ID.

# Duluth Transit Authority Partnership

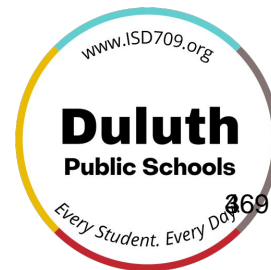
Begins Jan. 16 through June 6





# What is the partnership

- High School Students and All Staff can ride DTA buses for free from Jan. 16-June 6
- Must provide an current ID
- Works any day of the week at anytime
- Only a pilot program
- Will help us to determine what the usage will be
- A button will be pressed by the bus driver and will allow us to get numbers of how many students and staff use the buses.



# Student Rules

- Students are expected to follow the same rules we have set for our school buses.
- Discipline may be done in accordance with the student handbook
- Expectations are being communicated with students through WIN and emails.
- DTA added some of their own rules that were communicated to students as well.



# Communication Plan

- Information is has been sent out through
  - Newsletters
  - Email
  - Text
  - Social media
  - Postcard
  - Posters at bus stops



# Questions?



## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Baird Financial Update

**Presenter(s):** Michael Hoheisel, Matt Rantapaa, Sam Hylle

**Attachment (yes or no):** Yes ISD 709 COW Meeting Presentation (link pending)

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation is to provide a scenario for a possible referendum in the spring with a brief overview of the district finances to provide background for a potential referendum.

**ISD 709 DULUTH  
COMMITTEE OF THE WHOLE  
JANUARY 9, 2024**

**PREPARED BY: MICHAEL HOHEISEL**

**MATT RANTAPAA**

**SAM HYLLE**

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**Duluth**  
**Public Schools**



# REMINDER OF BALLOT QUESTION #2 TECH LEVY ON NOVEMBER 7, 2023

**YES VOTES: 14,443**  
**NO VOTES: 14,734**  
**DIFFERENCE: (291)**

## SCHOOL DISTRICT BALLOT QUESTION #2 APPROVAL OF SCHOOL DISTRICT'S CAPITAL PROJECT LEVY REFERENDUM

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.687% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2024, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

YES

Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

NO

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**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**

## CONTEMPLATED OPTIONS FOR REVIEW & DISCUSSION

Spring May 14, 2024  
Referendum (last day  
to adopt resolution  
calling for the election  
is 3/1/2024)

OR

Budget adjustments  
commencing Fiscal  
Year 2026



# QUICK REVIEW OF OPTIONS

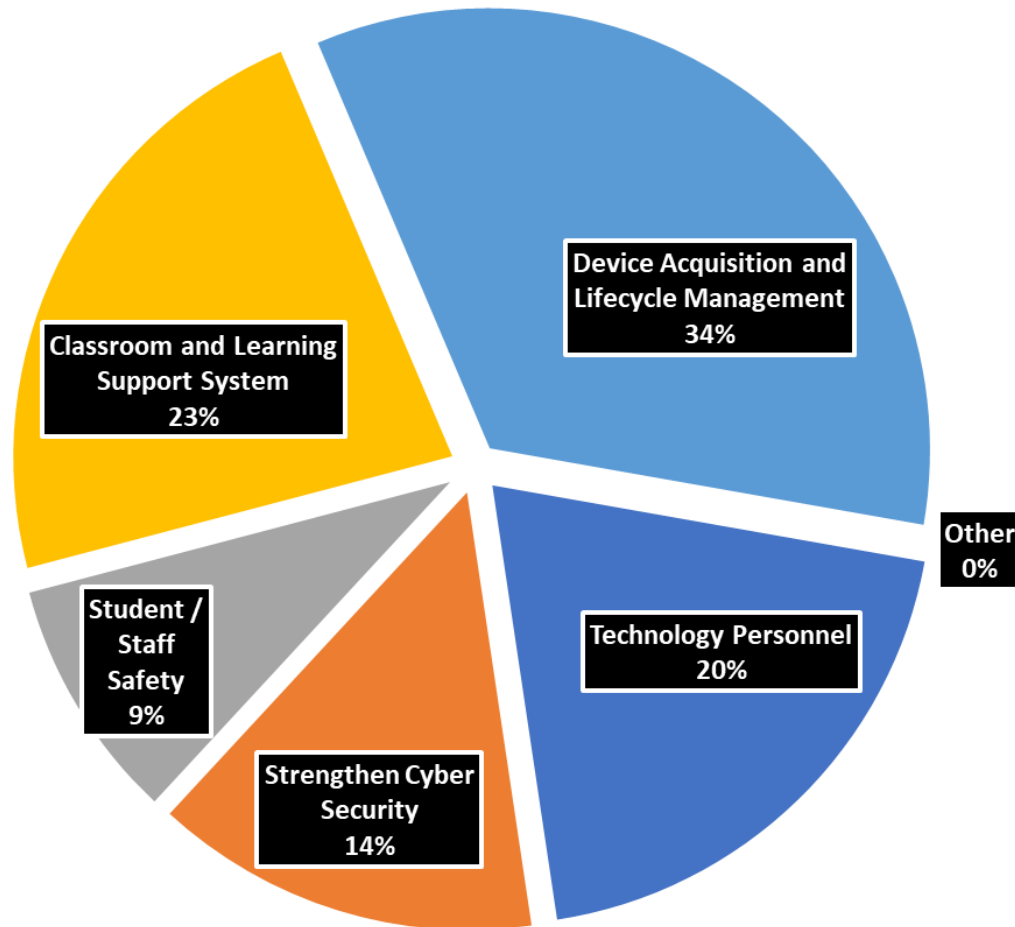
The district asked for \$52,904,558.70 over 10 years, of which \$46,177,960.70 was identified for technology expenditures.



In discussion with district leadership, the following requests will be examined:

\$5,290,455.87 annually (same request)	\$5,000,000 annually	\$4,617,796.07 annually
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## ISD 709 - Voter-Approved Technology Plan Request



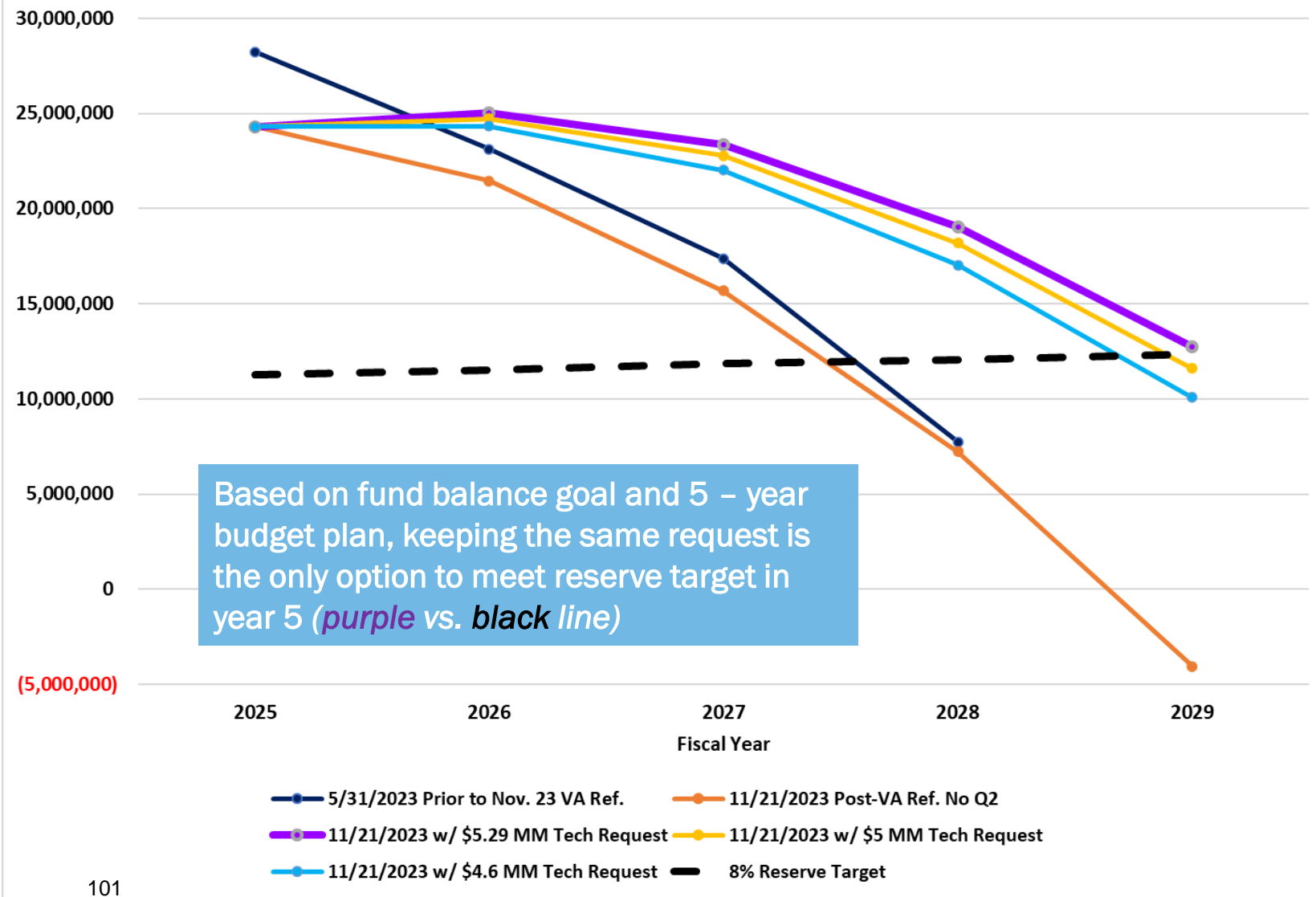
**HOW IS ISD 709  
PROPOSING TO  
SPEND THEIR  
VOTER-  
APPROVED  
TECH REQUEST  
DOLLARS?**

# FOCUS ON \$315K HOMESTEAD RES. PROPERTY – THE NEW \$289K ASSESSED VALUE FOR PAY 2024

Ballot Question Amount	\$5.29M Request	\$5.00M Request	\$4.617M Request
Annual Tax Impact	\$130.45	\$123.29	\$113.86
Annual Difference		(\$7.16)	(\$9.42)
Monthly Tax Impact	\$10.87	\$10.27	\$9.49
Monthly Difference		(\$0.60)	(\$0.79)

*Note - \$289,000 average size home used during referendum communication is assumed to have appreciated to \$315,000 due to average tax base growth*

### ISD 709 Duluth - 5-Year Fund Balance Trend Options



Based on fund balance goal and 5 - year budget plan, keeping the same request is the only option to meet reserve target in year 5 (*purple vs. black line*)

**THE IMPACT OF THE TECHNOLOGY PLAN ON OUR FUTURE FUND BALANCE**

380

\*Assumes 11/21/23 five-year budget model has allocated \$3.85M of recurring tech expenditures. Scenarios developed beyond this base model expend identified annual tech expenditure difference.



# QUESTIONS/DISCUSSION

## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Education Equity Advisory Committee & Subcommittees

**Presenter(s):** Nate Smith, Office of Education Equity Coordinator

**Attachment (yes or no):** Yes  Education Equity Advisory Committee

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide a description of what the Education Equity Advisory Committee is and the subcommittees that exist within. There will also be information shared about what each subcommittee is working on this year.

# Educational Equity Advisory Committee (EEAC)

January 9, 2024

Committee of the Whole



# What is the Education Equity Advisory Committee?

- The Education Equity Advisory Committee (EEAC) is dedicated to fostering diversity among its participants, including various perspectives, communities and organizations. It's designed for active members who are committed to removing structural and institutional obstacles to educational opportunities for all students. The Education Equity Advisory Committee (EEAC) acknowledges historical barriers that have hindered learning and success based on factors like race, culture, income, and social conditions.





# Background

- The revitalization of the Education Equity Advisory Committee (EEAC) began in December 2021 when around 30 passionate education equity partners collaborated to develop new bylaws for the School Board. These partners included the ISD 709 Superintendent, Assistant Superintendent, Coordinator of the Office of Education Equity, Duluth Community School Collaborative, educators, support staff, School Board members, parents, representatives from ISD 709 American Indian Parent Advisory Committee, the Department of American Indian Education, and the Gifted and Talented and Families in Transition programs, as well as local NAACP leaders, representatives from the Education Equity Alliance, UMD, LSC, and many others. Because of the connection, community alliance and passion several subcommittees were formed over the summer of 2022.



# EEAC Subcommittees Mission & Vision

- The purpose of subcommittees shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.

These committees act on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.



# Current Subcommittees

- **Gender & Equity Taskforce**

- This committee met several times during the 2022-23 school year to work on development of the [Gender Inclusion Policy](#) that was passed and went into effect last year. Duluth Public Schools is the only district in the Northern part of Minnesota with such a policy.

- **Preschool & Early Childhood**

- This committee is currently working on how to increase parent and family engagement as pre-covid there was a higher level of involvement. Hoping to develop some focus groups, coffee & conversation and go to schools to create open forums to share. They would also like to get more information out to American Indian families coming in and how to support them - making sure they are aware of JOM funding and more.

- **Indigenous Education, History, Culture and Language Revitalization**

- Currently seeing lots of results already - a second Ojibwemowin Language teacher was added to the language program that will be funded by ISD709. They are also looking to offer seminars to history and government classes focusing on the facts of Native American history and tribal governments and what they dealt with in the past and present.

- **Community Engagement**

- Meets monthly with district leadership to discuss district equity updates and gives a chance for subcommittee members to ask questions, seek clarity and give recommendations. They are actively seeking more diverse perspectives and representation.

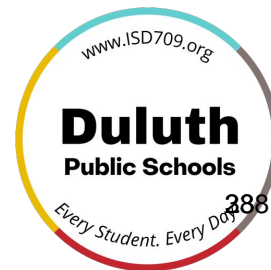
- **Discipline Disparities**

- 108
- This group is hoping to give input and help create an addendum to district policy 506 around discipline and adding specific language and restorative practices. They are also exploring the possibility of approaching bargaining units to craft language on equity within each contract.



# Current Subcommittees

- **Recruitment & Retention**
  - This committee attends events such as Juneteenth and MLK in hopes of recruiting a more diverse staff to our district. They are also exploring other community events to table at.
- **Families in Transition**
  - The new FIT Coordinator will be working on redeveloping this committee with the intent to include all of the FIT Staff.
- **Hispanic Organization of Latin America (HOLA)**
  - In the 2022-23 school year, this committee hosted a multicultural night at Lowell to celebrate diversity of our community with over 800 people in attendance and plans to continue this tradition.
- **Elementary Education / Read Well by Grade 3**
  - This committee is working hard on engaging the district and groups in the community that are doing similar work. They look at data and see the decline in literacy at Duluth Public Schools within the African American and Native American students and would like to see more funding go towards literacy plans.
- **Denfeld Black Student Association**
  - This is a student ran committee that meets at Denfeld and attends EEAC meetings to share student voices and perspectives. They host many events at Denfeld that focus on the African American history and culture.



# Education Equity Charter Development

Many subcommittees have experienced large transitions with leaders and members. This is due to various reasons such as leaving positions, retirement, etc. Because of this a document will be created and used by each subcommittee to define and refine their mission, vision, purpose and goals even more clearly. This will also allow subcommittees to retain focus during leadership or membership turnover and serve as a high level guide for the work they will be doing.

## Education Equity Advisory Committee Charter

2023-2024

Title	
Purpose	<p>The purpose of this committee shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.</p> <p>This committee acts on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.</p>
Mission Statement	
Objectives	
Scope	
Membership	<p>Facilitator:</p> <p>Members:</p>

Roles & Responsibilities of Membership	<p><b>Term of Committee Membership:</b> TBD</p> <p><b>Member Expectations</b></p> <ul style="list-style-type: none"> <li>• Consistent attendance</li> <li>• Solution-focused participation</li> </ul>
--	---

Commitment	<ul style="list-style-type: none"> <li>• Commitment to follow through on assigned tasks</li> </ul>
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Meeting Dates & Times	
-----------------------	--

Record Keeping	<p>Facilitator:</p> <p>Members:</p>
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Authority	<p>This committee acts on behalf of the Education Equity Advisory Committee, authorized under school board resolution 1070 and is responsible to ensure that the operations under the scope of the committee are aligned with the Mission, Vision, and Values of Educational Equity.</p> <p>This committee has authority to gather information, network, make recommendations to School board and district leadership and act as an ambassador for the Education Equity Advisory Committee.</p>
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# Questions and reflections?



## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Special Education Updates

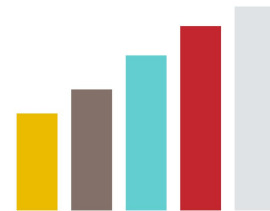
**Presenter(s):** Jason Crane, Special Services Director; Lora Thurston, Special Services Assistant Director

**Attachment (yes or no):** Yes  COW Presentation January 2024

**Brief Summary of Presentation or Topic (no more than a few sentences):** Special Services is committed to providing the school board with regular updates on programmatic increases including staffing, budgeting and enrollment.

# Special Services Update

December 2023



DULUTH PUBLIC SCHOOLS

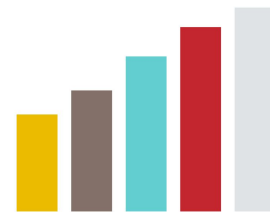
**Special  
Services**



# Disproportionality

To address the on-going concerns with ISD 709 disproportionate suspension rates with students of color and the Special Service Department goals to improve academic scores, the district hired 5 Supervisors. Some of these positions were “repurposed TOSA positions” to support the work in the following areas:

- Becky Crane-Early Childhood
- Kathryn Hatfield-Setting 3 Classrooms (36 classrooms)
- Sonny Jenkins-STEPS
- Sarah Burris-Elementary Resource Support
- Katelyn Pahl-Secondary Resource Support



DULUTH PUBLIC SCHOOLS

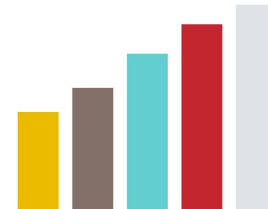
**Special  
Services**

# Disproportionality, cont'd.

Roles and Responsibilities of Supervisors:

Support students, families, teachers and schools with

- implementation of IEPs; curricular resources;
- training literacy resources
- attend IEP meetings, as needed or requested;
- support new teachers;
- provide training on due process, new legal guidance;
- review student's that are considered for shortened day/  
homebase instruction; or STEPS placements;

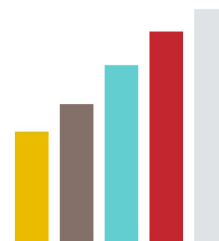


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Disproportionality con't

- support related services staff;
- oversight of new programming;
- evaluations; oversight/support of related services and other groups;
- reviewing IEPs and attending building-level special ed. Meetings;
- implementation and training of new literacy resources that targets the needs of students;
- early intervention and guidance with controversial and litigious cases;
- LETRs training.



DULUTH PUBLIC SCHOOLS

**Special  
Services**

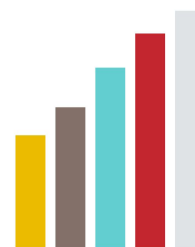
Supervisor	Location	Responsibilities	Students	Evaluates
Sonny Jenkins	RockRidge	STEPS; EBD referrals and Behavior Support-District Wide	50	STEPS staff (paras, teachers, social worker)
Sarah Burris	DSC	Elementary Ed; UFLI, LETRS, ESY	800	Elementary Teachers
Kathryn Hatfield	DSC	Setting 3 classrooms, district-wide (36 classrooms) ASD, DCD, PI, DAPE	300+	Setting 3 teachers; DAPE teachers
Kate Pahl	DSC	Secondary Support; Homebound/Homebased; Shortened Day	600+	Secondary SLD Teachers; Homebound Teachers
Becky Crane	DSC	ECSE, B-2, OT/PT	1,000+	ECSE Teachers; B-2 staff; 2 clerical; OT/PT

# Home Based Instruction Impact

December 2022: District had 21 students on Home Based Instruction

December 2023: District has 12 students on Home Based Instruction

- Supervisor monitoring the process
- Education of staff
- Clear guidance provided
- Support for case managers as they develop phase-in plans for student return to school

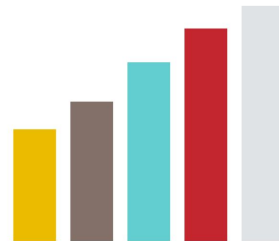


# STEPS Update

Currently:

- 1 Supervisor: Sonny Jenkins
- 1 Social Worker
- 2 Teachers (1 vacancy)
- 3 Paras
- 9 Students (capacity for 16)
  - 5 (grades 7-12)
  - 4 (grades 3-6)
- 2 Classrooms at Rockridge

119



DULUTH PUBLIC SCHOOLS SPECIAL SERVICES

# STEPS

*Success Through Empowerment and Positive Support*

# Alignment to Strategic Plan

## Supporting Every Student:

- STEPS
- Reviewing students with IEPs prior to any recommendations for Home Based/Shortened Day determinations
- Ensuring IEPs are written so students receive their services and instruction in the least restrictive environment

# Alignment to Strategic Plan

## Advancing Equity:

- December 4: District-wide Training: *Comprehensive Evaluations*
- Literacy Training: *LETRs Training and the use of UFLI as a resource*
  - *All special education staff will have received the UFLI training by March 2024*
  - *All special education staff (PK-12), who are responsible for reading instruction, will receive Literacy training in the first round of training to comply with the READ Act.*



# Alignment to Strategic Plan

## Improving Systems:

- Review of student progress data as measured by FASTBRIDGE from Beginning of Year to Middle of Year = Literacy
- Improved responsiveness to school requests for support



# Special Education by the numbers....

Interviewed FY 24

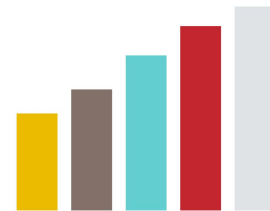
Certified positions

- 120 certified people interviewed
- Several internal staff moved to other positions- no interview required
- 82 people in new special education positions

Non-certified positions

- 195 people interviewed
- Many bid on a different job- no interview
- 148 non-certified staff in new positions

123



DULUTH PUBLIC SCHOOLS

**Special  
Services**

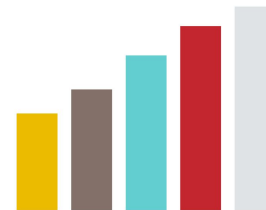
302

# Special Education by the numbers....

**ISD 709 December Enrollment:** 8117 students

**Special Education Enrollment:** 1890 students

1. Eligibility Qualifying over 3 years:
2. Staffing levels allocated
3. Setting 3/4 classrooms added:
  - Lowell, Congdon, Lester, Stowe, 2 Rockridge
  - One program = \$200,000 average

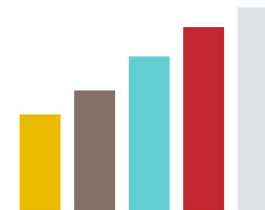


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Special Education Eligibility

	FY20	FY21	FY22	FY23	FY24
<b>Elementaries</b>	<b>551</b>	<b>528</b>	<b>586</b>	<b>791</b>	<b>763</b>
<b>Middle School</b>	<b>278</b>	<b>260</b>	<b>277</b>	<b>318</b>	<b>321</b>
<b>High School</b>	<b>432</b>	<b>422</b>	<b>442</b>	<b>484</b>	<b>549</b>
Care and Treatment; Non-Publics; ECSE	<b>288</b>	<b>280</b>	<b>254</b>	<b>413</b>	<b>551</b>
	<b>1549</b>	<b>1490</b>	<b>1559</b>	<b>2006</b>	<b>2184</b>

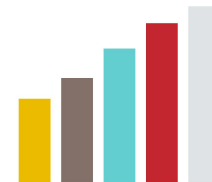


DULUTH PUBLIC SCHOOLS

**Special  
Services**

# Staffing Increases

	FY20	FY21	FY22	FY23	FY24
<b>Certified</b>	132.5	134.5	148.6	157.4	170.9
<b>Related Service</b>	55.575	53.55	55.2	49	70.025
<b>Non Certified</b>	214	200	214.5	216.5	231.5
<b>District Support Staff Total</b>	13.6	12.8	14.6	14.6	17.2
	<b>416.675</b>	<b>400.85</b>	<b>432.9</b>	<b>437.5</b>	<b>489.625</b>

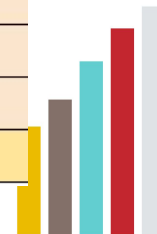


DULUTH PUBLIC SCHOOLS

**Special  
Services**  
405

# Setting 3 Classrooms

2023-24 Setting III	FY20	FY21	FY22	FY23	FY24
Congdon	0	0	0	1	1
Homecroft	0	0	0	0	0
Laura Mac	2	2	3	3	3
Lakewood	0	0	0	0	0
Lester Park	2	2	2	2	3
Lowell	0	0	0	0	1
Myers	3	3	3	3	3
Piedmont	1	1	3	3	3
Stowe	1	1	1	1	2
Lincoln Park	3	4	4	3	4
Ordean East	2	2	2	3	3
Denfeld	4	4	4	6	7
East	4	5	5	6	6
<b>Totals</b>	<b>22.0</b>	<b>24.0</b>	<b>27.0</b>	<b>31.0</b>	<b>36</b>



## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Employee Wellness Initiatives

**Presenter(s):** Kinsey Klasnich, Benefits Coordinator

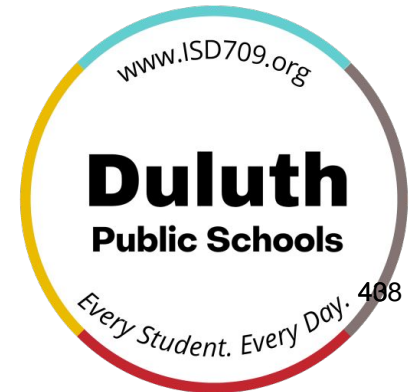
**Attachment (yes or no):** Yes

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide an update of our efforts to support District employees' overall wellness. We will provide an overview of current and future initiatives.

# Employee Wellness

*Committee of the Whole*

*January 9, 2024*





# Our Vision

The Duluth Public Schools Employee Wellness Initiatives will serve as the road map to improve the overall well-being of our employees by providing services that support mental, physical, social and financial health.

These Initiatives will be an integral part of the Duluth Public Schools Recruitment and Retention Plan.

# Current Wellness Benefits

- Calm
- Employee Assistance Program
- Financial Planning

# Calm

- App that provides personalized content such as podcasts, sleep stories, music, and meditations to manage stress and anxiety
- Current sign up rate: 46.5%, with a 72.8% engagement rate

Total sessions

**16,940**

Average session

**9.8 mins**

Mindful days

**3,179 days**

Mindful minutes

**165,927 mins**

# Employee Assistance Program

- Employee Assistance Program offered through National Insurance Services and TELUS
- Access for employees via their online portal, or phone call
- Offers services regarding mental health, estate planning, healthy lifestyles, financial wellness, etc
- Current utilization: 2 calls in 2023 Q4, and 1 call so far this year

# Financial Planning

- The District hosted a 403b Informational Session for our employees, presented by Aviben, our administrator for those services
- PERA hosted a session to discuss how the PERA Pension works, what happens when you retire, and general Q&A for PERA participants. Employees could attend in person or virtually
- TRA visited the District Services Center and presented to TRA participants regarding their pensions, retirement, and general Q&A.
- The Benefits Department hosts multiple Retirement Information Sessions for all employees with information regarding the retirement process and healthcare after retirement

# Initiatives for 2024

- Increase EAP Utilization
- Capitalize on new Calm features
- Host Wellness Fair for employees

# Promote New Calm Features

- Pathways Program: Curated content catered to the specific needs of the District (setting boundaries, building a self care routine) , which notifies participants with push notifications on their phones of the content, coping skills, etc for a scheduled 2 week span
- New features and content this year: Calm for Travel, Calm for dependents, Calm for Kids, and improved content around grief and physical health
- Calm has added a daily check in for participants where they can report how they are feeling that day. The District can track that information to see trends in emotions during certain times of year where our employees may need extra support

# Increase EAP Utilization

- Highlight different services and resources the EAP has with a monthly focus on different topics
- Increase communication with staff about what resources are available
- Provide leadership training in regards to the supports available
- Focus will be on the lesser known supports EAP can offer, such as estate planning, financial well-being, fitness, aging, etc



# Wellness Fair

- A collective fair this spring for our employees showcasing their benefits and other resources locally to support all aspects of wellness
- Vendors would include
  - Representatives from benefit providers such as Blue Cross Blue Shield, Medica, Delta Dental, Aviben, Calm, NIS, etc
  - Local businesses and resources that support employee;'s overall wellness

# Future Initiatives?

- Establish a Written Employee Wellness Program
- Create an Employee Wellness Committee
- Partner with insurance carriers in providing health and wellness programs, resources and information to District employees
- Healthy Messages: Weekly messages to encourage staff on nutrition, physical activity; and, positivity
- Provide Monthly Seminars on topics such as Nutrition, Physical Health, Mental Health, Weight Management, Financial Wellbeing, Flu Season Preparation, Summer Sun Protection

# Questions?

## COW Agenda Cover Sheet

**Meeting Date:** Jan 9, 2024

**Topic:** Head Start Governing Board Training

**Presenter(s):** Sherry Williams, Head Start Director

**Attachment (yes or no):** Yes [Head Start Governing Board Training](#)

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will provide a required annual training of the role of the Head Start Governing Board, as well as an introduction to our local Head Start program.



# Duluth Head Start

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## Governing Board Training

Duluth Head Start is unique.

It is one of the original Head Start grantees, starting as a summer school program in 1965.

It is the only grantee in MN that is a School District.

We are proud of our school district for recognizing the value of early intervention long before science confirmed its value.

# Office of Head Start Purpose

## Origins

As part of President Lyndon B. Johnson's *War on Poverty*, Head Start began as an eight-week demonstration project designed to help break the cycle of poverty

## Mission

Designed as an anti-poverty early childhood education program, Head Start prepares America's most vulnerable children, ages birth to five, to succeed in school and in life beyond school

## Program Description

Head Start programs promote the school readiness of young children from low-income families by:

- Enhancing their cognitive, social, and emotional development
- Offering comprehensive services such as early learning, nutrition, health, family well-being and parent engagement



# Head Start Leadership and Governance





# Membership and Responsibilities

Policy Council	Governing Board/ School Board
<p>Each agency must establish and maintain a Policy Council responsible for the direction of the Head Start program at the agency level.</p> <p>In Duluth, Head Start parents are eligible to run for Policy Council. Elections are held each fall, with parents from all program options and locations. Current Policy Council members facilitate the election of new board members prior to dissolving their leadership roles.</p>	<p>The Head Start Act (2007) clearly defines who should be part of the Governing Body. This requirement is very intentional to ensure the Governing Body is diverse and represents the skill set needed to run a federally funded organization that serves our nation's most vulnerable children and their families.</p> <p>In Duluth, the Governing Board is elected by the citizens of Duluth when they elect ISD709 School Board members.</p>
<p>Parents of children currently enrolled in each program option must proportionately represented on Policy Council.</p>	<p>The Governing Board have legal and fiscal responsibility for the program.</p>

# Membership and Responsibilities

Policy Council	Governing Board
<p>A Policy Council must use ongoing monitoring results, data on school readiness goals and other information to conduct its responsibilities.</p>	<p>Adopt practices that assure active, independent, and informed governance of the Head Start agency and be responsible for ensuring compliance with Federal laws.</p>
<p>A member must stand for one year. If a member intends to serve another year, they must stand for re-election.</p>	<p>Responsible for other activities as outlined in the Head Start Act of 2007.</p>
<p>The Policy Council must include in its By-Laws, how many one year terms a person may serve, not to exceed five years. Current <u>By-Laws</u> state a member may serve 5 years.</p>	<p>Governing Body oversees Policy Council.</p>
<p>A program must seat a successor Policy Council before an existing Policy Council may be dissolved.</p>	<p>Governing Board members may not receive money from the Head Start grantee.</p>
	<p>Impasse Policy with Policy Council.</p>

# Membership and Responsibilities

Policy Council	Governing Board
A program must enable low income members to participate fully in their Policy Council responsibilities by providing if necessary, reimbursements for reasonable expenses incurred by the low income members.	
Policy Councils work in concert with Governing Boards to provide oversight for the Head Start Program.	
Impasse Policy with Governing Board.	

## Head Start Documents on Program Governance are known as The Big 3.

- The Head Start Act of 2007. **This is the Head Start Law.**

<https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/hs-act-pl-110-134.pdf>

<https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/hs-act-pl-110-134.pdf>

- The Head Start Performance Standards.
- **These are the rules by which a Head Start program must carry out their work with children and families.**

• <https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii>

[Head Start Program Performance Standards | ECLKC](#)

- PART 75—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS.

- **These are the rules about how a program may use the Federal award.**

• <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75#subject-group-ECFR640bc005c7f52f6>

[eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards](#)

# 2024 National Head Start Priorities

## Office of Head Start Priorities



# Federal Monitoring Year: This Year

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Our Head Start program will be monitored by the Office of Head Start this year.

This will include meeting with the Policy Council and Governing Board.

It will be a new experience for most of us, but we have worked hard to have systems in place to have an exemplary program.

# Duluth Preschool: Funding Sources

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Head Start, School Readiness and Voluntary PreK fund our classrooms throughout the city serving 3 and 4 year olds. All programs follow the Head Start performance standards.

State grants fund Families in Transition, which serves families experiencing homelessness and a Home Base option.

# Locations

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We have classrooms in 7 of the 9 elementary schools.

Lowell (2 Head Start/School Readiness)

Laura MacArthur (2 Head Start, 1 VPK)

Myers Wilkins (3 Head Start)

Piedmont (2 Head Start/School Readiness, 1 VPK)

Stowe (1 Head Start/School Readiness, 1 VPK)

Homecroft (1 Head Start/School Readiness)

Lester Park (1 Head Start/School Readiness)



# State funded Head Start programs

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Homebase: Serves 12 families with children from 0-5 in their homes for 90 minutes per week. Provides socialization experiences twice per month.

FIT (Families in Transition): Works with families experiencing homelessness for 90 minutes per week. Provides socializations twice per month. Serves 12 Early Head Start (0-3) and 6 Head Start (3 & 4 year olds)

# Comprehensive services

Health

Nutrition

Education

Mental Health

Disabilities

Family Advocacy

Parent Engagement



# Eligibility

Children in foster care or experiencing homelessness automatically qualify for Head Start.

## Federal Poverty Level (FPL)

Family size	2022 income numbers	2023 income numbers
For individuals	\$13,590	\$14,580
For a family of 2	\$18,310	\$19,720
For a family of 3	\$23,030	\$24,860
For a family of 4	\$27,750	\$30,000
For a family of 5	\$32,470	\$35,140
For a family of 6	\$37,190	\$40,280
For a family of 7	\$41,910	\$45,420
For a family of 8	\$46,630	\$50,560
For a family of 9+	Add \$4,720 for each extra person	Add \$5,140 for each extra person

# Curriculum

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Creative Curriculum is a project based curriculum that is used in our classes.

Pyramid Model is a social emotional framework that helps all students be successful in our classrooms.

We use two supplemental curriculums:

Heggerty Phonemic Awareness: to help kids learn to hear sounds in words

Second Step: to help teach social emotional skills

# Parent engagement

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We want parents to be involved in our program in as many ways as possible.

Home Visits

Community Involvement

Conferences

Self Assessment

Policy Council

Recruitment

Parent Committees

Field Trips

Family Events

Support in the classroom

# We are in the third year of a five year grant cycle

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Current Grant Goals are:

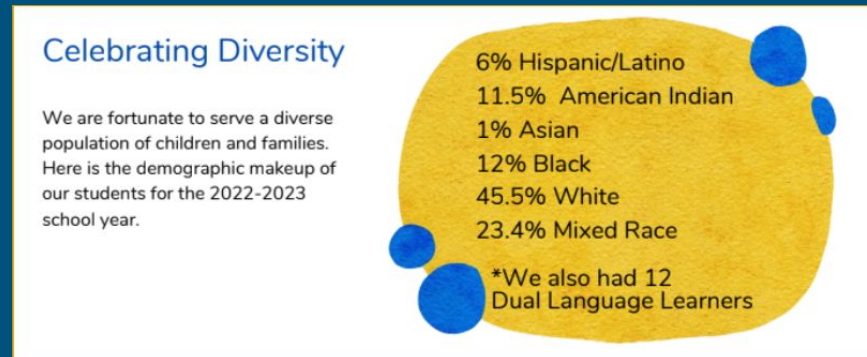
High Quality Inclusive Classrooms: A partnership with Early Childhood Special Education

Walking the Talk of Equity

Fostering Resilience with a Focus on Health, Wellness, and Safety

## Grant Goal: Walking the Talk of Equity

1. Establish Oshki-inwewin: a classroom with a focus on Ojibwe language and culture
2. Establish an Equity Team
3. Provide opportunities for staff to continue to learn about systemic racism
4. Recognize and honor the unique cultures of families we are currently engaged with
5. Close the opportunity gap for children and families we work with



# Supporting Health, Wellness and Safety for Children

- ❑ Outside daily
  - ❑ Weather appropriate gear
- ❑ Safety Around Water: Six week water safety class at YMCA for 72 children per year (4 classrooms)
- ❑ Social Emotional Learning
- ❑ Active Supervision
- ❑ Family Style Meals
- ❑ Dental Exams at school
- ❑ Lead testing at school
- ❑ Support for families to stay up to date on well child checks and immunizations
- ❑ Mental Health referral support
- ❑ First Witness: Strong, Safe Child
- ❑ Safe Delivery of Preschool Students (Bus Safety)
- ❑ Hearing, vision tests at school (preschool screening)
- ❑ Eyeware resource: coupons for free glasses



# Program Planning for Continuous Improvement



**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, January 9, 2024  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
  - A. 606 Textbooks and Instructional Materials (to replace Policies 6030, 6035, & 6040) 2
4. **POLICIES FOR REVIEW**
  - A. 722 Public Data and Data Subject Requests 12
  - B. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 20
  - C. 535 Counseling Regarding Pre-Career and Technical Programs 25
5. **REGULATIONS - Informational**
6. **OTHER**

## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
  - 1. support the goals and objectives of the education programs;
  - 2. consider the needs, age, and maturity of students;
  - 3. foster respect and appreciation for cultural diversity and varied opinion;
  - 4. fit within the constraints of the school district budget;
  - 5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  - 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  - 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

#### **IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS**

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### **V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS**

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

##### **B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource**

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)
  - d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
- 3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.

4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
  - b. shall examine the specific instructional material’s area of concern;
  - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
  - d. shall submit a written report to the superintendent or the superintendent’s designee containing the Review Committee’s decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
5. The superintendent or the superintendent’s designee shall inform the requestor and the school board of the Review Committee’s decision.
6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)

Replaces: Policies 6030, 6035 & 6040  
 First Reading: 12.19.2023  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 606

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
1. support the goals and objectives of the education programs;
  2. consider the needs, age, and maturity of students;
  3. foster respect and appreciation for cultural diversity and varied opinion;
  4. fit within the constraints of the school district budget;
  5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
  6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize

advisory committees.

#### IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials. Access to the materials in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- ~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~
- ~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

#### B. Formal Request for Reconsideration of a Textbook or Other Instructional Resource

- 1. A Formal Request for Reconsideration of a textbook or other instructional resource is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each resource that is subject to a request for reconsideration and submitted to the school principal. The principal shall notify the superintendent or the superintendent's designee of receipt of a completed Formal Request form.

If specific instructional material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific instructional material, then the specific instructional material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

- 2. The Superintendent or the superintendent's designee shall appoint an Instructional Materials Review Committee (Review Committee) upon receipt of a Formal Request for Reconsideration. This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers of the discipline named in the complaint (one of which shall be the content area lead teacher)

- d. Two members of the school district community with no direct connection with the request for reconsideration
  - e. Two student representatives (as appropriate to the specific request).
3. The Review Committee chair shall establish a date upon which it will discuss the request and whether the specific instructional material conforms to the selection criteria set forth in this policy.
  4. The Review Committee
    - a. may consult individuals, organizations, and other resources with relevant professional knowledge on instructional material;
    - b. shall examine the specific instructional material's area of concern;
    - c. shall examine the specific instructional material as to its conformance with the criteria for selection of instructional materials; and
    - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific instructional material.
  5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision.
  6. The requestor shall have the right to appeal the decision of the Review Committee to the superintendent and the school board.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)  
 Minn. Stat. § 120B.235 (American Heritage Education)  
 Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
 Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)  
 Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)



## ~~6030 INSTRUCTIONAL RESOURCES~~

~~One of the primary objectives of the School District is to provide instructional resources that enrich and support the educational program of the school. Instructional resources are designed to:~~

- ~~1. Provide a wide range of experiences on all levels of difficulty with diversity of appeal, presenting different points of view, reflecting non-sexist and non-discriminatory roles, attitudes, values, and concepts.~~
- ~~2. Stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.~~
- ~~3. Provide background of the many religious, ethnic, and cultural groups and their contribution to our American heritage, literature, arts, and sciences.~~
- ~~4. Provide a variety of formats to give students and teachers the opportunity to select the media best suited to the learning needs of individual pupils.~~

~~The School Board supports the principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States and expressed in the "Library Bill of Rights" of the American Library Association, "The Right to Read" published by the National Council of Teachers of English, and "The Freedom of View" written by the Educational Film Library Association. In the event that materials are challenged, the principles of intellectual freedom, the right to access of materials, and the integrity of the licensed staff must be upheld while reevaluating the material in question.~~

~~Adopted: 12-14-1976 ISD-709~~

~~Revised: 10-09-1979~~

~~01-08-1980~~

~~11-12-1985~~

~~06-20-1995~~

~~08-17-2004 ISD-709~~

## ~~6035—SELECTION OF INSTRUCTIONAL MATERIALS~~

### ~~I.—PURPOSE~~

~~The purpose of this policy is to provide direction for selection of textbooks and instructional materials.~~

### ~~II.—GENERAL STATEMENT OF POLICY~~

~~The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.~~

### ~~III. RESPONSIBILITY OF SELECTION~~

~~A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.~~

~~B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:~~

- ~~—1. support the goals and objectives of the education programs;~~
- ~~—2. consider the needs, age and maturity of students;~~
- ~~—3. foster respect and appreciation for cultural diversity and varied opinion;~~
- ~~—4. fit within the constraints of the school district budget; and~~
- ~~—6. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61.~~

~~C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.~~

### ~~IV.—SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS~~

~~A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.~~

~~B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.~~

~~V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONS MATERIALS~~

~~A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.~~

~~B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.~~

~~C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.~~

~~Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction—Curriculum)  
—Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
—Minn. Stat. § 123B.03, Subd. 8 (School Board Responsibilities)  
—Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)  
—Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
—Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)  
—Pratt v. Independent Sch. Dist. No. 831, 670F.2d 771 (8th Cir, 1982)~~

~~Adopted: 11-09-1976 ISD 709~~

~~Revised: 02-11-1986~~

~~01-17-2006 ISD 709~~

## ~~6040 — CHALLENGED INSTRUCTIONAL RESOURCES~~

~~If a resident of the School District requests the removal or restriction of a resource for anyone other than his/her child/ward, a Request for Reconsideration of an Instructional Resource Form, available in the office of the principal, must be completed and signed. The materials in questions will continue to be available for use in the curriculum during the reconsideration process, which is as follows:~~

### Step One

~~A committee consisting of three building level instructional personnel shall be established by the principal to review any challenged resource. Upon receipt of a Request for Reconsideration, the committee shall read the complaint. All committee members shall thoroughly review the resource in question. Following this review, the committee may meet with the complainant to discuss the resource. The committee shall make a decision regarding the future use of this resource in the school program. After reviewing the decision with the committee, the principal shall, within ten (10) working days, notify the complainant of the decision in writing. The complainant may appeal the committee's decision to the Director of Curriculum, Instruction & Assessment within ten (10) working days of receipt of the principal's notification of decision.~~

### Step Two

~~Upon receipt of a request for appeal, the Director of Curriculum, Instruction & Assessment shall appoint a five member committee composed of at least one school media person, a teacher of the discipline named in the complaint, and an administrator. The committee shall read the complaint, review the resource, and consider the building level decision. Following this review, the committee shall meet with the complainant to discuss the matter. Within thirty (30) working days the committee shall make a decision and disseminate it to the complainant and all principals. The entire Step Two process shall be completed in sixty (60) days following the receipt of the request for appeal.~~

### Step Three

~~The Step Two decision may be appealed to the Superintendent and the School Board within ten (10) working days of receipt of the Step Two decision.~~

~~Adopted: 11-09-1976 ISD 709~~

~~Revised: 02-11-1986~~

~~06-20-1995~~

~~08-17-2004 ISD 709~~

## **722 PUBLIC DATA AND DATA SUBJECT REQUESTS**

### **I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### **II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### **A. Confidential Data on Individuals**

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### **B. Data on Individuals**

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### **C. Data Practices Compliance Officer**

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### **D. Government Data**

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

#### **E. Individual**

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

#### **F. Inspection**

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, typically through an online portal or the government entity's website, inspection includes remote access to the data by the public and the

ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

**IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing using the data practices form and directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

**V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made **in writing** and directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

**VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or



disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.

- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

### VIII. COSTS

#### A. Public Data

- 1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
- 2. All charges must be paid for [in ~~cash or by check~~ cash, check, or online service] in advance of receiving the copies.

**[Note: the district should identify the payment methods that it will accept.]**

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

**Data Practices Contacts**

**Responsible Authority:**

Superintendent  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Compliance Official:**

Executive Director of Business Services and Finance  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Data Practices Designee(s):**

Business Services Coordinator  
~~4316 Rice Lake Rd., Suite 108~~  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[data.request@isd709.org](mailto:data.request@isd709.org)

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.01 (Government Data)
- Minn. Stat. § 13.02 (Definitions)
- Minn. Stat. § 13.025 (Government Entity Obligation)
- Minn. Stat. § 13.03 (Access to Government Data)
- Minn. Stat. § 13.04 (Rights of Subjects to Data)
- Minn. Stat. § 13.05 (Duties of Responsible Authority)
- Minn. Stat. § 13.32 (Educational Data)
- Minn. Rules Part 1205.0300 (Access to Public Data)
- Minn. Rules Part 1205.0400 (Access to Private Data)

**Cross References:**

- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy  
Replacing: Policy 108  
First Reading: 09-18-2018  
Adopted: 10-16-2018  
Reviewed: 10-15-2019  
Reviewed: 07-21-2020  
First Reading: 11-15-2022  
Second Reading: 12-20-2022  
Reviewed:

**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

**I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

**V. THE PUBLIC’S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

**VI. PUBLIC COMMENT**

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

**VII. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address city, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. PROCEDURES**

**A. Agenda Items**

- 1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
- 1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
- 2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
- 3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
- 4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
- 5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
- 6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
- 7. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

**B. Complaints**

- 1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
- 2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
- 3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.



- 4. Complaints which are unresolved at the superintendent’s level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

**IX. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys’ fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 13.43 (Personnel Data)  
 Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
 Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)  
 Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
 Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)  
 Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
 Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
 Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
 Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
 Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
 MSBA/MASA Model Policy 207 (Public Hearings)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)  
 MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

First Reading: 10.20.2020  
 Second Reading: 11.17.2020  
 Adoption: 10.15.2020  
 First Reading: 10.17.2023  
 Second Reading: 11.21.2023  
 Adoption: 11.21.2023

## **535 539 COUNSELING REGARDING PRE-CAREER AND TECHNICAL PROGRAMS**

### **I. PURPOSE**

- A. Counseling Materials: The purpose of this policy is to identify a procedure, tools and staff responsible to regularly evaluate whether District, counselor, or teacher developed promotional materials create or perpetuate stereotypes or limitations based on race, color, national origin, sex or disability.
- B. Disproportionate Enrollment: The District shall evaluate whether the disproportionate enrollment is the result of discrimination, address instances of disproportionate enrollment and take steps to encourage nontraditional participation and equity with respect to race, sex and disability.

### **II. DEFINITIONS**

- A. "Counseling Materials" are materials used for the purpose of promoting career and technical programs.
- B. "Disproportionate Enrollment" is the ratio between the percentage of persons in a particular race, sex, or disability demographic compared to the percentage of the race, sex, or disability demographic of all students enrolled.

### **III. COUNSELING MATERIALS**

#### Establishing Bias-Free Materials

- A. District staff shall ensure that counseling and counseling materials are free from bias and stereotypes on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, homelessness, or English Learner status. District staff will encourage students to consider programs of study, courses, extracurricular activities, and occupational opportunities on the basis of individual interests, abilities, and skills rather than race, color, sex, gender identity, religion, national origin, disability, homelessness, or English Learner status. The Superintendent or designee shall yearly examine counseling and testing materials for bias and address any bias found therein.
- B. The Superintendent or designee will ensure compliance with our counseling practices via interviews with staff, a review of counseling materials, and discussions with students and parents/guardians on a yearly basis.
- C. If a particular class is disproportionately male or female, the District must make sure this situation did not result because of a sex-biased counseling, a hostile environment, or the use of discriminatory counseling and/or testing methods.

### **IV. DISPROPORTIONATE ENROLLMENT**

- A. After classes are set and students have registered, the Superintendent or designee will review enrollment numbers, determine if there is disproportionate enrollment, and consider what can be changed to increase enrollment in classes. When disproportionate enrollment occurs, the District must assess counseling materials and activities and make appropriate revisions, address any instances of discrimination or bias, or identify a legitimate, nondiscriminatory rationale.

- B. The District needs to demonstrate valid and nondiscriminatory reasons for disproportionate enrollment and ensure that all students are provided nondiscriminatory counseling services. If a disparity is identified, the school district must take action to ensure that the disproportionate enrollment is not the result of discrimination. Such actions may include staff training, reviewing master schedule conflicts, assignments of students to courses, recruitment efforts, and counseling information provided to students.

Examples of what can be done:

1. Analyze course enrollment data to identify disproportionate enrollment of minority, female and students with disabilities
2. Identify discriminatory practices in existing programs, policies and procedures.
3. Review guidance materials for stereotypes.
4. Improve the process to ensure all students and parents are informed of all course and program offerings.
5. Make sure course catalogs and brochures are periodically reviewed for bias.
6. Is the process for developing student schedules reviewed to ensure that counselors and advisors are not discouraging any student from enrolling in a particular program or course based on factors not related to program criteria?
7. Consider taking specific steps to encourage students to enroll in courses that are non-traditional.
8. Consider approaches to reduce disproportionate enrollment in future years. Examples: bring in speakers to discuss non-traditional careers with students, holding open-houses, displaying student work, offering college credit for courses, conducting survey of parent/student interest, after-school clubs, renaming courses or rewriting course descriptions.
9. Support training of staff members or administration on non-traditional enrollment, particularly on strategies to engage female students in STEM courses.

First Reading:  
**Adopted:**

1/22/2019  
**2/26/2019 ISD 709**

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 16, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	8
4) Technology Department Report	9
5) Transportation Department Report	12
<b>3. <u>Recommended Resolutions</u></b>	
A. B-1-24-4005 - Acceptance of Donations to Duluth Public Schools	13
B. B-1-24-4006 - Acceptance of Grant Awards to Duluth Public Schools	14
C. B-1-24-4007 - Resolution Providing for the Issuance Sale and Delivery of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds Series 2024A	15
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	31
B. Finances	
1) Financial Report	32
2) Escrow Agreement Refunding Certificates of Participation Series 2019A & 2021B	33
3) Fundraisers - None	
C. Bids, RFPs, and Quotes	
1) BID #1321 - COMMERCIAL POOL RENOVATION SERVICES	49
2) RFP #320 - ENGINEERING SERVICES FOR TRANSPORTATION BUILDING ADDITION	50
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	51
B. No Cost Contracts	157
C. Revenue Contracts - None	
D. Grant Applications	163

## Human Resources Report Summary January 2024 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	2	9
<b># Retirements</b>	5	0
<b># Resignations</b>	1	7
<b># Leave of Absences</b>	2	3

### HR Department Updates:

The District will submit the Grown Your Own grant to MDE on January 16, 2024. We have requested the maximum funding of \$750,000 of which \$600,000 would be used to supply tuition assistance to current staff and community members of color so they can obtain their teaching licensure.

Human Resources staff is gearing up for the 2024-2025 staffing season and will be meeting with principals the last week in February to review certified staffing needs for next school year. We are hoping to start posting known vacancies and displaced positions as early as March 2. Summer School positions were posted on January 11, 2024- a total of 74, which does not include ESY positions. Those positions will be posted in upcoming weeks.

Human Resources staff will attend the Hermantown Chamber of Commerce Job Fair on February 8, 2024. This fair will allow us to focus on all of our available open positions, with a primary push for maintenance and transportation needs. In addition, we are looking into participating in three virtual job fairs through MnSchool Jobs on February 21, April 2 and Tuesday, April 23. The virtual fairs will focus specifically on recruitment for licensed teachers (all subjects and grades), licensed related services, and paraprofessionals.

As part of our ongoing systems improvement efforts, the last group of employees (maintenance staff) started using electronic timesheets on January 8, 2024. Affected staff were provided four training sessions to ensure success of use. We are also actively reviewing and revising our payroll processes to ensure continued accuracy and process efficiency.

**Benefits Updates:** The Benefits Department is hosting a Calm Challenge in the month of January to assist our employees in finding time for themselves in the New Year. Employees sign up for the challenge and must complete 100 “Mindful” Minutes to be entered to win a prize. The next Retirement Session will be hosted on January 17th, from 4:00p-5:00p at the DSC Building for any employees considering retirement in the coming years.

The Benefits team's next big project will be to work on the setup for our Employee Wellness Fair in the spring.

**Hiring Updates:**

**Administration:**

Assistant Principal-Interim, Denfeld

**Athletics:**

Assistant Coach, JV Softball (East)

Head Coach, Soccer Boys (East)

Head Coach, Football (East)

**Certified:**

Teachers, District Wide (1)

Teachers, High School (2)

Teachers, Special Education (5)

**Non-Certified:**

Child Nutrition (4)

Clerical (1)

Playground/Cafeteria Monitor (7)

Transportation

*Bus Helper (6)*

*Bus Driver (4)*

Paraprofessionals

*Duluth Preschool Paraprofessional (1)*

*Early Childhood Sp. Ed. Paraprofessional (2)*

*Licensed Slgn Language Interpreter (2)*

*Sign Language Facilitator (1)*

*SpEd Paraprofessional-Keyzone (1)*

*Sp. Ed. Building Wide Paraprofessional (2)*

*Sp. Ed. Program Paraprofessional (4)*

*Sp. Ed Student Specific Setting III Paraprofessional (2)*

*Sp. Ed RN or LPN Paraprofessional (1)*

*Tech Tutor (1)*

Maintenance

*Custodian I (1)*

*Floating Custodian (4)*

*Master Electrician (1)*

*Second Shift Engineer II(1)*

*Second Shift Engineer II (2)*

**Contract Negotiations:**

The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association and the Duluth Federation of Teachers. The next negotiation date for the Teachers is January 25, and January 30 with the Directors.

The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	474.00	394.00	80.00	66.00	64.00	84.00	92.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	434.00	368.00	66.00	74.00	74.00	73.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	248.00	213.00	35.00	42.00	46.00	48.00	40.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	523.00	443.00	80.00	103.00	76.00	82.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	300.50	248.50	52.00	52.50	52.00	46.00	54.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	334.00	277.00	57.00	62.00	62.00	52.00	48.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	288.00	240.00	48.00	43.00	53.00	45.00	48.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	327.00	274.00	53.00	52.00	58.00	58.00	52.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	393.00	315.00	78.00	73.00	61.00	66.00	53.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	222.00	182.00	40.00	41.00	32.00	39.00	38.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	630.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244.00	184.00	202.15	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1107.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374.00	347.30	386.55	0.00	0.00	0.00	0.00	
AE Online 650	136.49	460 students 39 non resident open enrolled, 46 FT residents, 375 PT residents average enrollment .30 or 2 classes									0.60	0.75	14.46	31.25	42.03	46.20
Denfeld 215	944.45										0.00	0.00	257.35	275.60	200.35	211.15
East 220	1453.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	388.45	373.35	350.00	342.10	
Merritt Creek Academy 81	77.60	29.00	8.00	2.00	3.00	7.00	6.00	11.00	6.00	4.45	10.00	6.00	9.00	4.15	1.00	
ALC 611	67.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.85	31.00	26.30	
Chester Creek Academy 575	29.00	19.00	0.00	2.00	3.00	5.00	8.00	1.00	2.00	3.00	1.00	2.00	1.00	0.00	1.00	
Rock Ridge Academy 580	43.75	14.00	1.00	5.00	2.00	3.00	0.00	4.00	1.80	4.40	6.00	4.55	8.30	3.70	0.00	
Arrowhead Academy 605	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00	5.00	4.00	4.00	
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	9.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00	1.00	1.00	0.00	1.00	3.00	0.00	
The Bridge 950	18.00	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	18.00	
<b>Total:</b>	8077.84	3017.50	598.00	617.50	586.00	609.00	603.00	602.00	631.00	545.75	608.45	674.81	714.35	638.23	649.75	

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
<b>2023-2024</b>	<b>22-23</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Month Dif</b>	<b>Net</b>		<b>EOY 23-24</b>
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	0.00	0.00	0.00	0.00	0.00	-6.00		1.00	16.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00		-1.00	30.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-5.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	0.00	0.00	0.00	0.00	0.00	1.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	0.00	0.00	0.00	0.00	0.00	0.50		-3.50	26.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	0.00	0.00	0.00	0.00	0.00	-2.00		-9.00	12.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	0.00	0.00	0.00	0.00	0.00	2.00		-2.00	-3.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	0.00	0.00	0.00	0.00	0.00	0.67		8.00	11.17
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	-16.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	0.00	0.00	0.00	0.00	0.00	-1.00	-5.83	-4.00	-10.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	0.00	0.00	0.00	0.00	0.00	3.42		0.15	37.60
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	0.00	0.00	0.00	0.00	0.00	-3.00	0.42	6.25	49.02
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	0.00	0.00	0.00	0.00	0.00	-2.55		42.24	-28.02
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	0.00	0.00	0.00	0.00	0.00	-7.70		-23.75	56.10
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	0.00	0.00	0.00	0.00	0.00	-2.40	-12.65	-113.10	64.65
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	0.00	0.00	0.00	0.00	0.00	-3.18		-7.40	-6.18
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	0.00	0.00	0.00	0.00	0.00	-6.40		-28.85	-19.55
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00		-3.00	-18.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	0.00	0.00	0.00	0.00	0.00	-1.25		-5.25	16.30
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	-4.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-0.25	-0.25
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	0.00	0.00	0.00	0.00	0.00	-13.00		-1.00	-14.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.83	0.00	8.00
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-39.89</b>	<b>-39.89</b>	<b>-149.46</b>	<b>149.01</b>
<b>Change</b>		<b>298.47</b>	<b>-90.93</b>	<b>22.71</b>	<b>-41.35</b>	<b>-39.89</b>	<b>-8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				



**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	0.00	0.00	0.00	0.00	0.00	7.00		165.00	243.80
PK	0.00	32.00	66.00	52.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	52.00	40.40
KA	145.00	148.00	152.00	162.00	161.00	0.00	0.00	0.00	0.00	0.00	-1.00		16.00	153.60
KG	455.00	450.00	445.00	435.00	437.00	0.00	0.00	0.00	0.00	0.00	2.00		-18.00	444.40
1	627.20	618.00	620.00	619.00	617.50	0.00	0.00	0.00	0.00	0.00	-1.50		-9.70	620.34
2	597.00	595.00	592.00	588.00	586.00	0.00	0.00	0.00	0.00	0.00	-2.00		-11.00	591.60
3	615.00	613.00	618.00	619.00	609.00	0.00	0.00	0.00	0.00	0.00	-10.00		-6.00	614.80
4	610.33	602.33	603.00	601.00	603.00	0.00	0.00	0.00	0.00	0.00	2.00		-7.33	603.93
5	610.99	605.99	603.00	598.66	602.00	0.00	0.00	0.00	0.00	0.00	3.34		-8.99	604.13
6	640.00	634.10	637.30	633.30	631.00	0.00	0.00	0.00	0.00	0.00	-2.30	-9.46	-9.00	635.14
7	555.00	542.45	551.75	549.30	545.75	0.00	0.00	0.00	0.00	0.00	-3.55		-9.25	548.85
8	610.23	600.10	606.25	608.63	608.45	0.00	0.00	0.00	0.00	0.00	-0.18	-3.73	-1.78	606.73
9	670.00	656.18	677.65	676.21	674.81	0.00	0.00	0.00	0.00	0.00	-1.40		4.81	670.97
10	711.05	710.05	725.20	722.10	714.35	0.00	0.00	0.00	0.00	0.00	-7.75		3.30	716.55
11	655.20	655.39	654.85	647.93	638.23	0.00	0.00	0.00	0.00	0.00	-9.70		-16.97	650.32
12	725.30	705.78	673.08	657.60	649.75	0.00	0.00	0.00	0.00	0.00	-7.85	-26.70	-75.55	682.30
<b>K 12 Total:</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-39.89</b>	<b>-39.89</b>	<b>-149.46</b>	<b>8143.66</b>
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-8077.84	0.00	0.00	0.00	0.00				

# Child Nutrition Report

## December 2023 Meal Counts

Week of:	Breakfast 12/1/2023	Lunch 12/1/2023	Breakfast 12/4/2023	Lunch 12/4/2023	Breakfast 12/11/2023	Lunch 12/11/2023	Breakfast 12/18/2023	Lunch 12/18/2023	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	104	363	362	1357	494	1706	330	1363			1290	4789	92	342
<b>Denfeld</b>	229	533	946	2149	1156	2709	914	2097			3245	7488	232	535
<b>Harbor City</b>											0	1013	0	72
<b>East High</b>	294	526	1134	2160	1451	2739	1105	2065			3984	7490	285	535
<b>Homecroft</b>	127	353	600	1413	714	1746	538	1403			1979	4915	141	351
<b>Lakewood</b>	81	192	350	763	447	937	313	715			1191	2607	85	186
<b>Lester Park</b>	139	373	513	1127	666	1844	509	1509			1827	4853	131	347
<b>Lincoln park</b>	186	464	789	1761	974	2229	732	1669			2681	6123	192	437
<b>Lowell</b>	261	481	1118	1939	1375	2396	1066	1909			3820	6725	273	480
<b>Laura Macart</b>	194	242	795	994	955	1226	745	912			2689	3374	192	241
<b>Myers-Wilkin:</b>	156	268	653	1053	813	1344	609	1045			2231	3710	159	265
<b>Ordean/East</b>	127	655	574	2654	680	3423	471	2729			1852	9461	132	676
<b>Piedmont</b>	264	375	1098	1525	1360	1860	1057	1514			3779	5274	270	377
<b>Rockridge</b>	29	33	107	137	132	161	110	147			378	478	27	34
<b>Stowe</b>	177	198	756	810	898	977	729	758			2560	2743	183	196
<b>ALC</b>	0	0	36	44	72	84	87	74			195	202	20	20
	1 day	0 ALC	4 days	3 ALC	5days	4 alc	4 days	3ALC			14 DAYS		10 DAYS alc	
	2368	5056	9831	19886	12187	25381	9315	19909	0	0	33701	71245	2413	5095
<b>Denfeld Supp</b>	Mon-thurs	0		479		436		413		0		1328	TOTAL	148
Days of service		0		3		3		3		0			9	Daily

### Full Plate Farm to School Grant School year 24-25

Child Nutrition submitted a grant which was a 50-50 match. We received notification that Duluth Schools was not selected for this grant for school year 24-25. The State of Minnesota received twice the number of applicants than it had funding for. Schools that have never had a grant ranked highest and received the money. Other grant opportunities will be forthcoming.

# Facilities Management & Capital Project Status Report December 1st, 2023

## **Facilities Management – Maintenance and Operations - General**

- In the past month, the Facilities maintenance crews have completed 292 work orders and are currently working on 292 open work orders.
- Facilities have begun constructing the new Computer Maintenance Management System (CMMS) framework.
- Operational Licensing reinspections with the Fire Marshal scheduled to begin January 3rd.
- High School Auditoriums were inspected on November 27th by Southern Minnesota Inspections. Reports on East and Denfeld Auditoriums were received December 11th.
- Lincoln park pool is currently closed due to mechanical issues.

## **Capital / Construction**

- Work Order has been issued to Smith Clock and Bell for Denfeld clock repairs.
- French Drain repairs at Lowell have been completed along with leveling and grading of the surrounding low area.
- Bids for the resurfacing of the pool at Lincoln Park Middle school have been received. 2 bids received.
- Stretar Masonry has begun block stall construction at Denfeld 3rd floor bathrooms.
- Lowell playground geotechnical surveys with Braun done on Dec. 21st
- DNT architectural and Engineering for renovation underway.

## **Discussion with Legal Representation**

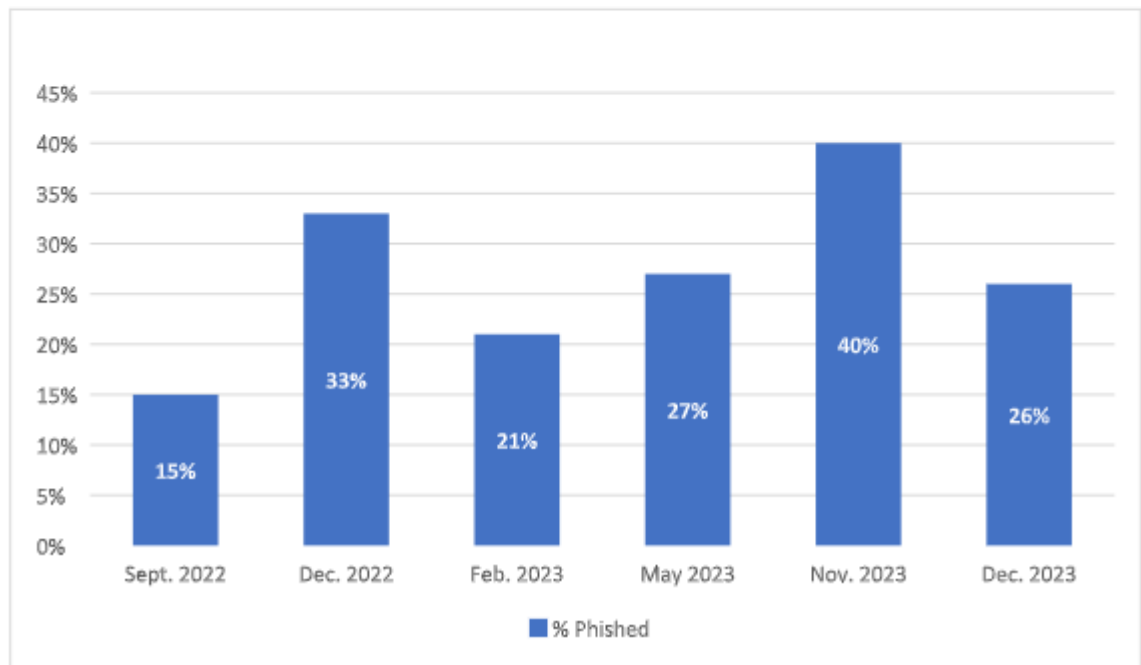
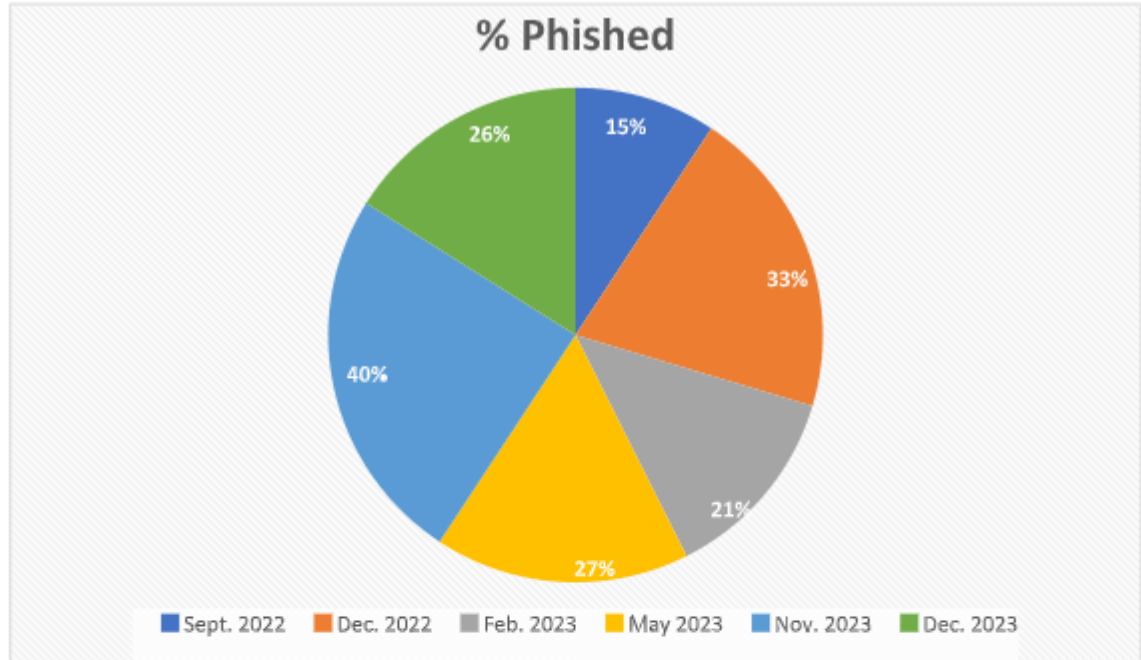
- PSS Track Lane 1 Ponding Remediation is still ongoing.
- Discussion with Mark Knuttson on Liabilities involved with Nature Playscapes
- **Construction Tasks “On The Hill”**
  - DSC, Facilities and Transportation Buildings punch list items are still being addressed with ICS and associated contractors.
  - Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

## **Building Operations**

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

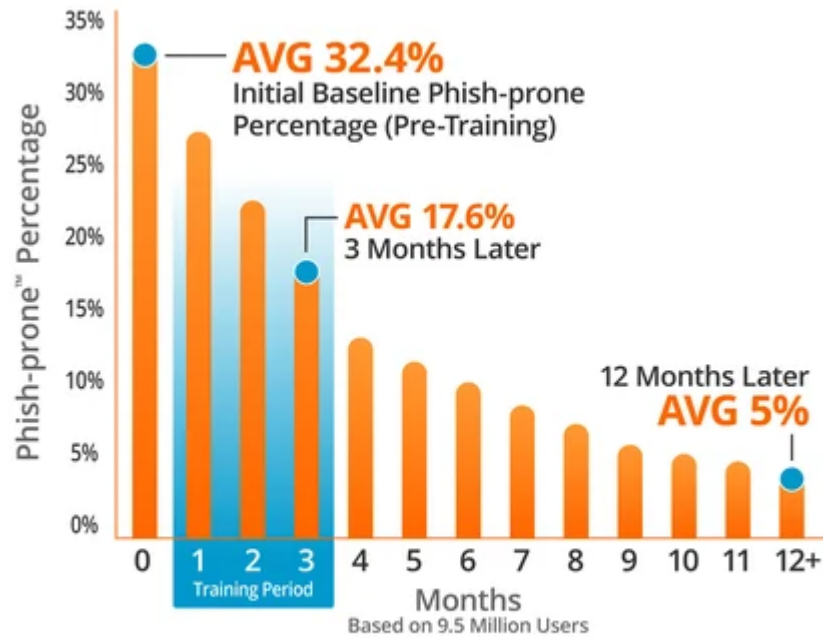
# Technology Department - December 2023 Report

- **Cybersecurity**
  - Infosec IQ PhishSim/Training



○

# Technology Department - December 2023 Report













Source: 2022 KnowBe4 Phishing by Industry Benchmarking Report

Note: The initial Phish-prone Percentage is calculated on the basis of all users evaluated. These users had not received any training with the KnowBe4 console prior to the evaluation. Subsequent time periods reflect Phish-prone Percentages for the subset of users who received training with the KnowBe4 console.

- - Google Security
    - Gmail
      - 1.1M Emails Messages Accepted/Delivered. ↓
      - 107K Rejected. ↓
      - 1.1M Spam folders. ↓
      - 6.5K were identified as Phishing. ↓
      - 42 were identified having suspicious attachments. ↑
      - 6.5K were identified as Spoofing. ↓
      - 3.3K email contained a Virus
      - 0 emails were identified as Malware

# Technology Department - December 2023 Report

- Account Information
  - 11,110 Active Accounts. 
  - 26.64TB of storage. 
  - 214K Files shared externally. 
  - 569 Suspicious login attempts. 
  - 1.3K Failed user login attempts. 
  - 55 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
  - None
- **Technology Help Desk Tickets**
  - 271 New Technology Support Tickets Created. 
  - 304 Tickets were resolved. 
  - 213 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
  - DSC BoardRoom AV. CDW-G/Pro-Tech Management Team will be onsite on Friday, January 12.
- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
  - 411.601 kg is our October 2023 Carbon Footprint. 
  - 2.56772 t is our May 2023 - November 2023 Carbon Footprint.

## **Transportation Report December 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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are working towards the full automatic capability in it.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers. We are still short on drivers and have one retiring soon.
- Assistant manager Joe Killian has been dealing with staff and their concerns and occasionally has to sub a route.
- We had a driver that went through the hiring process at the end of December but then never came back.

### Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.
- We have put in an order for two vans that will likely arrive by fall.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 108,335 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

## 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
Area Learning Center	Harborview Family Dental P.L.L.C (Gary Madison, DDS Grant Nelson, DDS Melissa Madison, DMD)	\$250.00	Holiday Auction 2023	
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Holiday Auction 2023	
Area Learning Center	Duluth Federation of Teachers	\$100.00	Holiday Auction 2023	
Denfeld HS	Faye Schueltzle / Tim Schueltzle	\$100.00	Public School Stadium	
District Service Center	Duluth Seaway Port Authority - Shellie Golden	In-kind		This has become a tradition that they give us 15-20 calendars every year. The calendar displays a beautiful photo that depicts our shipping industry.
Districtwide	Mary Junnila, Director at Lighthouse Center for Vital Living	In-kind		The Lighthouse Center for Vital Living donated the R82 Buffalo Stander that is in good condition. They no longer had use for this type of equipment and needed to get rid of it. The school district accepted the donation as a piece of equipment that can be used for students in our district who require assistance/equipment in order to complete weight bearing activities throughout their school day.
Districtwide	Shirley Haglund	\$600.00	Families in Transition Program	
Lester Park ES	Verne, Mari & Matthew Wagner	\$100.00	Spent on a school field trip	In Memory of Patrick Wagner, their son.
Lincoln Park MS	Terese Tomanek - Duluth City Councilor	In-kind		Five new youth coats (with hats) donated.
Districtwide	Duluth's Best Bread	In-kind		Weekly donations of bread that are distributed by the FIT Coordinator



## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Project Joy	Marah Evans	Myers-Wilkins Elementary-Social Worker	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that.
Northland Foundation	Katie Scheufeli	DSC-Inclusion Coordinator-Duluth Head Start/Preschool	16,548	14,000 first ask+3750 second ask added.This is additional funding I would like to add to my previously approved grant for the continuation of our Circle of Security journey. Within the previous grant proposal, I had requested funding to train staff to be facilitators of COSP, COSC as well as COSC coaches. The piece I would like to add is a family engagement piece.

Resolution B-1-24-4006

January 23, 2024

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$21,708,231 TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDED THE SALE THEREOF

BE IT RESOLVED, by the School Board (the “Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to Minnesota Statutes, Section 465.71 and Section 475.67, has issued and there is outstanding, the District’s (i) \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “2019A Certificates”); and (ii) \$5,070,000 Refunding Certificates of Participation, Series 2021B dated March 9, 2021 (the “2021B Certificates”). The 2019A Certificates and the 2021B Certificates were issued pursuant to a Lease Purchase Agreement, as amended, and pursuant to a Declaration of Trust by and between the District and Associated Trust Company, National Association (the “Trustee”).

B. Under and pursuant to Minnesota Statutes, Chapter 475 (the “Act”) and approval by the voters of the District on November 7, 2023 of the following question:

“Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed \$21,800,000 to provide funds to refinance, for general fund operational savings, the District’s Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District’s facilities throughout the District?”

The District has determined that it is necessary in order for the adjustment of maturities in relation to the resources available for the payment and to provide the District general fund operational savings to refinance outstanding 2019A Certificates and 2021B Certificates as hereinafter provided.

C. The Board has determined to issue its Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A (the “Bonds”), in the amount of \$21,708,231 pursuant to the Act to pay for the refunding a portion of the 2019 Certificates and a portion of the 2021B Certificates, as hereinafter defined, and to pay costs of issuance of the Bonds, and to pledge the District’s full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

D. The Board hereby determines that the proceeds of the Bonds shall be used for the defeasance, payment, prepayment and redemption of the 2019A Certificates maturing on and after March 1, 2025 (the “2019 Refunded Certificates”) and the 2021B Certificates maturing on and after March 1, 2025 (the “2021 Refunded Certificates”) as set forth in the Escrow Agreement authorized in Section 5 hereof. The 2019 Refunded Certificates maturing on and after March 1, 2028 are called for prepayment and redemption on March 1, 2027 (the “2019 Refunded Certificates Redemption Date”). The 2021B Refunded Certificates maturing on and after March 1, 2029 are called for prepayment and redemption on March 1, 2028 (the “2021 Refunded Certificates Redemption Date”).

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(6) of the Act to the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on December 19, 2023, entitled “Resolution Regarding the Issuance of Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$21,800,000.

1.04 Finding. All conditions precedent to the issuance of the Bonds pursuant to the Act have been fulfilled. The School Board hereby determines that it is necessary and desirable to finance such refundings and to issue the Bonds therefor.

1.05 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co. Incorporated of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$21,358,231.00, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

B. The actions of the officers of the District, the Superintendent and Executive Director of Business Services taken with respect to the execution on the part of the District of a bond purchase agreement for the sale of the Bonds in accordance with the Purchaser’s proposal and the Parameters Resolution, are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall be issued as capital appreciation bonds which shall mature on March 1 in the years and in the accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original principal amount, accreted amount at maturity (which accreted amount at maturity is also referred to herein as the “accreted maturity amount”), the aggregate original principal amount and the approximate yield to maturity applicable thereto, as follows:

<b>Maturity Date (March 1)</b>	<b>Total Accreted Amount at Maturity</b>	<b>Total Original Principal</b>	<b>Approximate Yield to Maturity</b>
2025	\$1,845,000.00	\$1,749,650.40	5.05%
2027	\$1,535,000.00	\$1,319,455.30	5.00%
2028	\$1,005,000.00	\$821,265.90	5.03%
2029	\$11,810,000.00	\$9,160,544.60	5.08%
2030	\$11,805,000.00	\$8,657,314.80	5.18%
<b>TOTAL</b>	<b>\$28,000,000.00</b>	<b>\$21,708,231.00</b>	

C. The principal maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption. The Bonds shall not be subject to optional redemption or prepayment before maturity.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on March 1, 2024, and semiannually thereafter on each March 1 and September 1 (each referred to herein as a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or is the original principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to each Bond. If the legal opinion is not manually signed, the certificate as to legal opinion, in substantially the form set forth in Section 3 hereof, shall be executed by the manual signature of the Clerk. The Clerk is authorized and directed to execute the certificate in the name of the District upon receipt of the opinion and to file the opinion in the District offices.

2.05 Appointment and Duties of Bond Registrar; Record Date.

A. The School Board hereby appoints U.S. Bank Trust Company, National Association, of St. Paul, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the “Bond Registrar”). No Bond shall be valid or obligatory for any purpose unless or until either: (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) such Bond has been manually executed by at least one officer of the School Board. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the School Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

B. The District shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the District shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the School Board.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the School Board. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the District evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the District and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing. The District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

D. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required (i) to make any transfer or exchange during the 15 days next preceding any payment date on the Bonds (the "Payment Date"), (ii) to make any transfer or exchange of any Bonds called for redemption, or (iii) to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

#### 2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the District has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the District and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the District on each Payment Date to the account of Cede & Co. on each Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and

delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the District and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the accreted amount on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption, if any; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified

and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the District is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the District determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the District shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The District, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the District and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.07 Lost or Damaged Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Payment of Bonds.

A. The District and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the accreted amount on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

B. The accreted amount on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The District shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of the accreted amount.

2.09 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the District and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the District without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

R-\_\_ \$\_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH)

TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION  
REFUNDING BOND  
SERIES 2024A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, 20__	February 8, 2024	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT  
AT MATURITY: \_\_\_\_\_ DOLLARS

Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each March 1 and September 1, commencing March 1, 2024 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity.

The “accreted amount” of this Bond, per \$5,000 of accreted amount at maturity (also referred to as “accreted maturity amount”), as of any given March 1 and September 1 is the original principal amount hereof plus interest accrued or compounded to such date, as set forth on the table attached hereto for each applicable March 1 and September 1.

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such



successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date (the "Payment Date") (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$21,708,231 and a total accreted amount at maturity of \$28,000,000, all of like date and tenor, except as to number, maturity date, denomination and yield, pursuant to the authority contained in Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on January 23, 2024 (the "Resolution"), for the purpose of providing funds to refinance for general fund operational savings and to adjust maturities of existing obligations in relation to the resources available therefor. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are not subject to optional redemption or prepayment before maturity.

The District has qualified the Bonds for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the principal or interest payment on the Bonds on any Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate accreted maturity amount equal to the unpaid accreted maturity amount of this Bond, and of like tenor except as to number and accreted maturity amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate, if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate accreted maturity amount equal to the accreted maturity amount of this Bond, of the same maturity. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes March 1, 2024) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes March 1, 2024) to such other date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the District is subject to the levy of ad valorem taxes to the extent needed to pay the accreted amount at maturity hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the District.

IN WITNESS WHEREOF, Independent School District No. 709, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Chair and attested by the facsimile signature of the Clerk.

ATTEST:

(form – no signature required)  
Clerk

(form – no signature required)  
Chair

Date of Authentication: \_\_\_\_\_

#### BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
St. Paul, Minnesota  
Bond Registrar

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank Trust Company, National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner’s attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on said books in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
02/08/2024	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

Date	Bond Component 3/1/2025 5.05%	Bond Component 3/1/2027 5.00%	Bond Component 3/1/2028 5.03%	Bond Component 3/1/2029 5.08%	Bond Component 3/1/2030 5.18%
02/08/2024	\$4,741.60	\$4,297.90	\$4,085.90	\$3,878.30	\$3,666.80
03/01/2024	\$4,756.75	\$4,311.45	\$4,098.90	\$3,890.75	\$3,678.80
09/01/2024	\$4,876.85	\$4,419.25	\$4,202.00	\$3,989.60	\$3,774.10
03/01/2025	\$5,000.00	\$4,529.75	\$4,307.70	\$4,090.90	\$3,871.85
09/01/2025	--	\$4,642.95	\$4,416.00	\$4,194.85	\$3,972.10
03/01/2026	--	\$4,759.05	\$4,527.10	\$4,301.40	\$4,075.00
09/01/2026	--	\$4,878.00	\$4,640.95	\$4,410.65	\$4,180.55
03/01/2027	--	\$5,000.00	\$4,757.65	\$4,522.65	\$4,288.80
09/01/2027	--	--	\$4,877.30	\$4,637.55	\$4,399.90
03/01/2028	--	--	\$5,000.00	\$4,755.35	\$4,513.85
09/01/2028	--	--	--	\$4,876.10	\$4,630.75
03/01/2029	--	--	--	\$5,000.00	\$4,750.00
09/01/2029	--	--	--	--	\$4,873.75
03/01/2030	--	--	--	--	\$5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

\_\_\_\_\_  
\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the District or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

Section 4. Covenants, Accounts and Representations.

4.01 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the “Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A Debt Service Fund” (the “Debt Service Fund”).

B. There is hereby pledged and appropriated and there shall be credited to the Debt Service Fund: (i) the accrued interest in the amount of \$0.00; (ii) the rounding in the amount of \$1,429.28; (iii) the ad valorem taxes hereinafter levied; and (iv) investment earnings on the monies identified in the foregoing clauses (i) through (iii). The proceeds of the Bonds described in clauses (i) and (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

C. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the Executive Director of Business Services shall pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied.

4.02 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the District are hereby irrevocably pledged. There is hereby levied a direct, annual, ad valorem tax upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on *Exhibit A* hereto and incorporated herein by reference as though fully specified in this Section.

B. Said levies are such that if collected in full they will produce between five and six percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the District may reduce or cancel the above levies to the extent of the amount which has been appropriated to and is on deposit in the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.03 Investments. Monies on deposit in the Debt Service Fund may, at the discretion of the Executive Director of Business Services, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

4.04 Minnesota School District Credit Enhancement Program.

A. The Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55. The Board covenants and obligates itself to deposit with the Bond Registrar, as paying agent, three business days prior to any payment date an amount sufficient to make the payment of accreted maturity amount due or to notify the State of Minnesota Commissioner of Education not less than 15 working days prior to such payment date that it is unable to make all or a portion of the payment due on such payment date. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

B. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of the accreted maturity amount on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55 and otherwise to take such actions as necessary to comply with that section.

Section 5. Refunding.

A. The form of the Escrow Agreement proposed to be made and entered into between the District and Associated Trust Company, National Association (the “Escrow Agent”), which provides for (i) the payment of the principal and interest due on the 2019 Refunded Certificates from September 1, 2024 through March 1, 2027 and the prepayment and redemption of the 2019 Refunded Certificates maturing on and after March 1, 2028 on the 2019 Refunded Certificates Redemption Date; and (ii) the payment of the principal and interest due on the 2021 Refunded Certificates from September 1, 2024 through March 1,

2028 and the prepayment and redemption of the 2021 Refunded Certificates maturing on and after March 1, 2029 on the 2021 Refunded Certificates Redemption Date. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement substantially in the form now on file with the Clerk.

B. The District shall pay the March 1, 2024 principal and interest due on the 2019A Certificates and the 2021B Certificates from its funds outside the Escrow Agreement.

C. The officers and other agents or employees of the District are hereby authorized to do all acts and things required by or in connection with this Resolution, the refunding of the 2019 Refunded Certificates, the 2021 Refunded Certificates, the Escrow Agreement and the Bonds.

Section 6. Certificates of Proceedings; Miscellaneous.

6.01 Filing of Resolution; County Auditor Certificate. The Clerk is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

6.02 Authentication of Transcript. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the District relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the District and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Chair and Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 Absent or Disabled Officers. In the event of the absence or disability of the Chair, Clerk or Executive Director of Business Services, such officers or members of the Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.05 Defeasance. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as

amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Continuing Disclosure. The Board of the District acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 8. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the Bonds. The Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 23<sup>rd</sup> day of January, 2024.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution # \_\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

**EXHIBIT A**

**TAX LEVY SCHEDULE**

<b>Levy Year</b>	<b>Collection Year</b>	<b>Tax Levy</b>
2023	2024	\$1,937,250.00
2024	2025	\$0.00
2025	2026	\$1,611,750.00
2026	2027	\$1,055,250.00
2027	2028	\$12,400,500.00
2028	2029	\$12,395,250.00



STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ST. LOUIS     )

I, the undersigned, the duly elected, qualified and acting Clerk of the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), do hereby certify that I am the official custodian of the records of the District, and that I have compared the attached copy with the original records of the District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth in said State, on January 23, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the District, on January 23, 2024.

\_\_\_\_\_  
Clerk

*M:\DOCS\05953\000083\ROL\19W985503.DOCX*

**HUMAN RESOURCES ACTION ITEMS FOR: January 16, 2024**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
STRAND, JOHN C	LTS ENGLISH TCHR/EAST, (BA) III 8,1.0, PETERSON K. MEDICAL LEAVE	01/02/2024
VIGER, SARAH E	ENGLISH AS SECOND LANGAUGE/DISTRICT WIDE, (MA) IV 2 1.0, TEMP POSITION	12/12/2023
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
PETERSON, KIRSTIN N	HONORS ENGLISH TEACHER/EAST	12/20/2023 02/23/2024
YANKOWIAK, KATIE M	SPED PHYSICAL THERAPY TEACH/DISTRICT WIDE	02/13/2024 03/26/2024
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
EMERSON, MICHAEL J	ASSISTANT PRINCIPAL/ORDEAN-EAST MS	01/10/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JAMAR, CINDY M	GRADE 4 TEACHER/LESTER PARK ES	06/07/2024
KOPP, DANIEL C	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
LOFSTUEN, KATHLEEN M	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
SORBO, GWEN V	GRADE 3 TEACHER / LESTER PARK ES	06/07/2024
TRACEY, POLLY L	SECONDARY READING INTERVENTION TEACHER/ORDEAN -EAST MS	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUDISALOVICH, CINDY M	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$15.00/HR	01/02/2024
DEVRIES, CHERILYN M	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.31/HR, TEMP POSITION, SHORTER S. MATERNITY LEAVE	12/20/2023
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE, \$1,979/WK, BINESIIKWE RESIGNED	01/02/2024
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.80/HR, NORLAND S. TRANSFER	12/14/2023
LOVEJOY, TERRANCE E	HOURLY CUSTODIAN/DISTRICT WIDE, 20/52WKS, \$15.00/HR	12/11/2023
MCDONALD, KEELY A	NUTRITIONAL SERVICE ASSISTANT/ORDEAN, 17.5/38WKS, \$15.22/HR	12/07/2023
PETERSON, BRUCE A	BUS DRIVER/DISTRICT WIDE, 25/38WKS, \$21.08/HR, TADEVICH G. RESIGNED	12/13/2023
WALSBURG, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	12/13/2023
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BALSAVICH, JANEL E	ECFE PARAPROFESSIONAL/DW	12/22/2023 06/07/2024
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DW	01/02/2024 04/01/2024
SMITH, JAMIE L	SUPERVISORY PARA/DENFELD	12/13/2023 03/13/2024
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT ES	12/21/2023
GEARY, CANDICE R	PRE K PROGRAM PARA/MYERS-WILKINS ES	12/11/2023
KAUFFMAN, BRENDA L	HRLY CAFETERIA-PLAYGROUND MONITOR/ LAURA MAC ES	12/21/2023
KLINE, KATHARINE L	SPED PROG PARA SETTING III/IV - LOWELL ES	12/14/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA-EAST HS	01/05/2024
OLSON, SARAH L	SPED PROG PARA SETTING III/IV - LESTER PARK ES	12/31/2023
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV / EAST HS	12/21/2023

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report Jan. 16, 2024 Committee Meeting

REVENUES	23-24		23-24		23-24		23-24		1/11/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		Jan 1 2024	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE			
General	1	\$126,200,922.80	\$127,385,532.17	\$42,948,941.69	-\$0.01	\$84,436,590.47				34%
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$2,066,085.84		\$1,973,114.16				51%
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,639,267.99		\$5,381,673.13				23%
Community Ed	4	\$8,495,545.00	\$8,497,590.00	\$2,463,549.23	\$ -	\$6,034,040.77				29%
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$1,197,348.41	\$ -	\$1,545,198.59				44%
Building Construction	6	\$ -	\$ -	\$ -		\$ -				
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,010,554.02	\$ -	\$21,636,668.98				9%
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00				0%
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$413,500.12	\$ -	\$536,499.88				44%
Student Acitivity	79	\$58,406.00	\$585,259.43	\$199,382.84	\$ -	\$385,876.59				34%
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,144,392.72</b>	<b>\$52,938,630.14</b>	<b>-\$0.01</b>	<b>\$ -</b>	<b>\$122,205,762.57</b>			<b>30%</b>

EXPENSES	23-24		23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June				
General	1	\$120,283,293.86	\$120,803,926.74	\$52,213,634.94	\$4,493,092.89	\$64,097,198.91				47%
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$2,046,594.37	\$1,761,879.32	\$204,402.31				95%
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$3,820,606.95	\$391,651.73	\$2,537,374.08				62%
Community Ed	4	\$7,630,865.00	\$9,630,865.00	\$3,688,437.74	\$25,432.37	\$5,916,994.89				39%
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$4,441,422.46	\$870,384.19	\$2,687,812.60				66%
Building Construction	6	\$ -	\$ -	\$2,832,537.50	\$4,800.00	-\$2,837,337.50				
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55				10%
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00				0%
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$381,551.01	\$ -	\$533,448.99				42%
Student Acitivity	79	\$306,948.00	\$276,264.96	\$110,384.53	\$4,515.88	\$161,364.55				42%
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$174,281,934.71</b>	<b>\$71,791,631.95</b>	<b>\$7,551,756.38</b>	<b>\$ -</b>	<b>\$94,938,546.38</b>			<b>46%</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$40,463.50	Program 298	Revenue \$293,193.59
Program 110 Admin	\$ -	Program 298	Expense \$300,404.61
Program 108 Tech	\$1,735,572.00		
Program 203 Elem	\$732,158.39		
Program 211 Secondary	\$617,061.32		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportatio	\$ -		
Program 740 Pupil Engage	\$3,663.38		
	\$3,128,918.59		

*Draft: 1/15/2024*

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**ESCROW AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), ST. LOUIS COUNTY, MINNESOTA**

**and**

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION**

**as Escrow Agent**

**Dated as of February 8, 2024**

**Relating to**

**Independent School District No. 709  
(Duluth), St. Louis County, Minnesota**

**\$24,130,000 Refunding Certificates of Participation, Series 2019A  
dated May 29, 2019**

**and**

**\$5,070,000 Refunding Certificates of Participation, Series 2021B  
dated March 9, 2021**

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This Escrow Agreement, dated as of February 8, 2024 (the “Escrow Agreement”), is between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), St. Louis County, Minnesota (the “District”) and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, in Green Bay, Wisconsin, a national banking association (the “Escrow Agent”).

#### BACKGROUND:

WHEREAS, the District and the Escrow Agent, as vendor, entered into a Lease Purchase Agreement dated as of October 1, 2009, as amended (the “Contract”), to provide school facilities; and

WHEREAS, pursuant to a Declaration of Trust dated October 1, 2009, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019 and the Supplement to Declaration of Trust dated as of March 1, 2021 (the “Declaration”) between the District and the Escrow Agent, as trustee, Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, in the original principal amount of \$24,130,000 (the “2019A Certificates”), were issued to refinance the school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2019A Certificates, which are outstanding and mature, or are subject to mandatory redemption, on and after March 1, 2025 (the “2019A Refunded Certificates”); and

WHEREAS, the 2019A Refunded Certificates maturing on and after March 1, 2028, are subject to redemption and prepayment on March 1, 2027 (the “2019A Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to the Declaration, Refunding Certificates of Participation, Series 2021B dated March 9, 2021, in the original principal amount of \$5,070,000 (the “2021B Certificates”) were issued to refinance school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2021B Certificates which are outstanding and mature, or are subject to mandatory redemption on and after March 1, 2025 (the “2021B Refunded Certificates”); and

WHEREAS, the 2021B Refunded Certificates maturing on or after March 1, 2029, are subject to redemption and prepayment on March 1, 2028 (the “2021B Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to Sections 8.01 and 8.02 of the Declaration, the 2019A Refunded Certificates and the 2021B Refunded Certificates (collectively, the “Refunded Certificates”) may be deemed to be paid and discharged and the lien of the Declaration to the Refunded Certificates shall be terminated when there shall have been provided for by irrevocably depositing with the Escrow Agent and irrevocably setting aside for such payments (i) monies sufficient to make such payments, or (ii) Governmental Obligations (as defined in the Declaration) maturing as to principal, together with interest thereon, in such amounts and at such times as to provide sufficient monies to make such payments, and the necessary and proper fees and expenses of the Escrow Agent; and

WHEREAS, the District has determined to provide, through the issuance of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024 (the “Bonds”), the proceeds of which will be used for the purpose of providing the funds for the deposits required by the Declaration to defease, pay and prepay the Refunded Certificates; and

WHEREAS, the Refunded Certificates are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds for the Bonds are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance, are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special account sufficient to ensure (i) the payment of the principal of and interest on the Refunded Certificates (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The District has, in accordance with a resolution of its governing body, adopted on January 23, 2024, caused to be issued and sold the Bonds for the purpose of funding the Escrow Account under this Escrow Agreement, from which shall be paid: (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

#### Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the District directs the Escrow Agent that:
- i. proceeds of the Bonds in the amount of \$21,285,826.85 (the “Proceeds”); plus
  - ii. funds of the District in the amount of \$0.00;

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);

b. to establish a beginning cash deposit in the Escrow Account (the “Cash Balance”), all as set forth on Exhibit A;

c. to payment of the Rental Payments of the Contract represented by the 2019A Refunded Certificates, consisting of principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1;

d. to redeem and prepay at the Prepayment Price under the Contract represented by the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunding Certificates Redemption Date in accordance with the notice shown on Exhibit D-1;

e. to payment of the Rental Payments under the Contract represented by the 2021B Refunded Certificates consisting of principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024 and each March 1 and September 1 thereafter through March 1, 2028 as provided in Section 1; and

f. to redeem and prepay at the Prepayment Price under the Contract represented by the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date, in accordance with the notice shown on Exhibit D-2.

B. The District further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be used to pay the amounts and on the dates set forth in Section 1.

C. The Escrow Agent shall provide the Notices of Defeasance and Call for Redemption as set forth on Exhibits C-1 and C-2 and the Notices of Call for Redemption as set forth on Exhibits D-1 and D-2 to the owners of the Refunded Certificates at the time and in the manner required in Sections 3.05 and 8.02 of the Declaration and in accordance with Section 6 of this Escrow Agreement.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account under the Prepayment Fund created in the Declaration, which shall be a special, segregated and irrevocable Escrow Account in the name of the District.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Certificates. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in escrow and shall be applied solely in accordance with the provisions hereof and of the Declaration.

C. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the District, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof

required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in the Escrow Account separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

D. Except as set forth herein, or as may be directed by the District if accompanied by a legal opinion of nationally-recognized bond counsel, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The District and the Escrow Agent acknowledge receipt of a report of Robert Thomas CPA, LLC, of Minneapolis, Minnesota, certified public accountants (the “Escrow Verification Report”), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay (i) principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1, and to redeem and prepay the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunded Certificates Redemption Date; and (ii) principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2028, as provided in Section 1 and to redeem and prepay the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date.

Section 5. District Covenants.

A. The District covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6 of this Escrow Agreement that monies on hand in the Escrow Account and available for payment of the Refunded Certificates, as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Certificates, the District will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable.

B. The District covenants that any monies in the special Escrow Account held by the Escrow Agent for the payment and discharge of the Refunded Certificates which remain after the 2021B Refunded Certificates Redemption Date and are returned to the District in accordance with this Agreement, will be utilized in accordance with the Declaration.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent shall mail the Notices of Defeasance and Call for Redemption attached hereto as Exhibits C-1 and C-2 to the applicable holders of the Refunded Certificates within 30 days of the date of this Agreement as required by Minnesota Statutes, Section 475.67,



Subd. 7. The Escrow Agent agrees with respect to the Notices of Call for Redemption of the applicable Refunded Certificates, attached hereto as Exhibits D-1 and D-2, that:

i. if it is the bond registrar and paying agent for the Refunded Certificates, it shall provide written notice of redemption to the holders of the Refunded Certificates as and when required by the Declaration; and

ii. notwithstanding the foregoing, if the Refunded Certificates are registered in the name of Cede & Co., as nominee for DTC, it will send the notice of redemption to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the notice of redemption at least 32 days prior to the applicable Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements).

B. The Escrow Agent agrees with respect to payments and prepayments of the principal of and interest on (i) the 2019A Refunded Certificates and on the 2019A Refunded Certificates Redemption Date, and (ii) the 2021B Refunded Certificates and on the 2021B Refunded Certificates Redemption Date, as provided for in Section 2, that it shall remit from the Escrow Account directly to the holders of the applicable Refunded Certificates the money required for the Rental Payments under the Contract represented by the Refunded Certificates as set forth in Section 1.

C. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

D. The Escrow Agent shall immediately notify the District if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of principal of and interest on the Refunded Certificates and for prepayment of the Refunded Certificates as set forth in Section 1 are insufficient to make such payment.

E. The Escrow Agent shall return to the District any monies held in escrow for the payment and discharge of any of the Refunded Certificates which remain after the Redemption Date.

F. The Escrow Agent shall furnish to the District an annual report, as soon as possible and in any case within 60 days after the end of each calendar year, showing receipts and disbursements by the Escrow Agent hereunder for such calendar year.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by the Chair and the Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the District to the effect that a resolution in the form therein set forth has been adopted by the District as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of monies in the Escrow Account as herein provided; and (d) providing the notices of defeasance and notices of call for redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$2,400.00 which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the District.

Section 10. Concerning the Refunded Certificate Holders. This Escrow Agreement shall be binding upon and inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Certificates. Such third-party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Certificates have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Certificates are not presented to the bond registrar and paying agent for the Refunded Certificates for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Declaration.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the District: Independent School District No. 709  
Attention: Executive Director of Business Services  
709 Portia Johnson Drive  
Duluth, MN 55811

To Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

To the Escrow Agent: Associated Trust Company, National Association  
200 North Adams Street  
P.O. Box 19006  
Green Bay, Wisconsin 54307-9006

To DTC: The Depository Trust Company  
Attention: Call Notification Department, 4<sup>th</sup> Floor  
570 Washington Blvd.  
Jersey City, NJ 07310

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A Sources and Uses of Funds  
Exhibit B Federal Securities  
Exhibit C-1 Notice of Defeasance and Call for Redemption-2019A Certificates  
Exhibit C-2 Notice of Defeasance and Call for Redemption-2021B Certificates  
Exhibit D-1 Notice of Call for Redemption-2019A Certificates  
Exhibit D-2 Notice of Call for Redemption-2021B Certificates

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

Attest:

By \_\_\_\_\_  
Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

(Signature page to Escrow Agreement between Independent School District No. 709, Duluth, Minnesota, and Associated Trust Company, National Association, dated as of February 8, 2024)

**EXHIBIT A  
SOURCES AND USES OF FUNDS**

<b>SOURCES OF FUNDS</b>	
Principal Amount of 2024A Bonds	\$21,708,231.00
Net Original Issue Premium	0.00
Accrued Interest	0.00
District Debt Service Funds	0.00
<b>TOTAL</b>	<b>\$21,708,231.00*</b>
<b>USES OF FUNDS</b>	
Federal Securities	\$21,285,826.00
Cash Balance	0.85
Underwriter Discount	350,000.00***
Costs of Issuance for the 2024A Bonds	70,974.87**
Deposit to District Debt Service Fund	1,429.28**
<b>TOTAL</b>	<b>\$21,708,231.00</b>

\* Proceeds and District Funds (Bonds Proceeds) deposited with Escrow Agent (except for Underwriter Discount)

\*\* Proceeds for Costs of Issuance (other than the \$2,400.00 for Escrow Agent fees) and amount to be deposited in District's Debt Service Fund for the Bonds, deliver to the District

\*\*\* Underwriter Discount by the purchaser of the Bonds retained

**EXHIBIT B**  
**FEDERAL SECURITIES**



*ESCROW DESCRIPTIONS*

Independent School District No. 709, (Duluth), St. Louis County, Minnesota  
Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A  
Taxable AR of 2019A and 2021B COPs  
Non-Callable  
VERIFIED FINAL NUMBERS

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 8, 2024:							
	SLGS	Note	03/01/2025	09/01/2024	1,683,582	4.830%	4.830%
	SLGS	Note	03/01/2026	09/01/2024	1,812,798	4.350%	4.350%
	SLGS	Note	03/01/2027	09/01/2024	15,508,695	4.110%	4.110%
	SLGS	Note	03/01/2028	09/01/2024	2,280,751	4.010%	4.010%
					21,285,826		

SLGS Summary

SLGS Rates File	09JAN24
Total Notes	21,285,826.00

**EXHIBIT C-1**

**NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION**

\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the “District”), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2027, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2027, and to prepay and redeem the Certificates maturing on and after March 1, 2028 on March 1, 2027, and to defease the following outstanding Refunded Certificates of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, having stated maturity dates of March 1 in the years 2025 through 2029, 2032 and 2034, both inclusive, totaling \$17,825,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-6	2025	\$1,350,000	3.25%	264474 JC2
R-7	2026	\$1,400,000	4.00%	264474 JD0
R-8	2027	\$1,460,000	4.00%	264474 JE8
R-9	2028	\$1,525,000	4.00%	264474 JF5
R-10	2029	\$1,595,000	4.00%	264474 JG3
R-11	2032	\$5,430,000	4.00%	264474 JH1
R-12	2034	\$5,065,000	4.20%	264474 JJ7

The Refunded Certificates maturing on and after March 1, 2028 are being called at a price of par plus accrued interest to March 1, 2027, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2027. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION



## EXHIBIT C-2

### NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the “District”), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2028, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2028, and to prepay and redeem the Certificates maturing or subject to mandatory redemption on and after March 1, 2029 on March 1, 2028, and to defease the following outstanding Refunded Certificates of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021, having stated maturity dates of March 1 in the years 2028 and 2032, totaling \$3,695,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-4	2028	\$1,875,000	2.60%	264474 JV0
R-5	2032	\$1,820,000	3.00%	264474 JW8

The 2028 Maturity of the Refunded Certificates, as provided in the Supplement to Declaration of Trust dated as of March 1, 2021, will be subject to the mandatory sinking fund redemption on March 1 of the following years and in the following amounts:

<i>Year</i>	<i>Amount</i>
2025	\$460,000
2026	460,000
2027	470,000
2028	485,000

The Refunded Certificates maturing in 2032 are being called at a price of par plus accrued interest to March 1, 2028, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2028. It is recommended that you mail your bond registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

**EXHIBIT D-1**

**NOTICE OF CALL FOR REDEMPTION  
\$24,130,000 Refunding Certificates of Participation, Series 2019A  
of Independent School District No. 709 (Duluth), Minnesota  
dated May 29, 2019**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2027 (the “Redemption Date”), all outstanding obligations of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “Certificates”), having stated maturity dates of March 1 in the years 2028, 2029, 2032 and 2034, totaling \$13,615,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2028	\$1,525,000	264474 JF5
2029	\$1,595,000	264474 JG3
2032	\$5,430,000	264474 JH1
2034	\$5,065,000	264474 JJ7

The Certificates are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. **The redemption of the Certificates is contingent upon the receipt by Associated Trust Company, National Association, as trustee, of sufficient funds by 9:00 a.m. CT on the Redemption Date.** Holders of the Certificates hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

**EXHIBIT D-2**

**NOTICE OF CALL FOR REDEMPTION  
\$5,070,000 Refunding Certificates of Participation, Series 2021B  
of Independent School District No. 709 (Duluth), Minnesota  
dated March 9, 2021**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2028 (the “Redemption Date”), all outstanding obligations of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 (the “Certificates”), having a stated maturity date of March 1, 2032, totaling \$1,820,000 in outstanding principal amount, and with the following CUSIP numbers:

<b>Maturity Date (March 1)</b>	<b>Amount*</b>	<b>CUSIP**</b>
2032	\$1,820,000	264474 JW8

The Certificates to be prepaid are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. Holders of the Certificates to be prepaid are hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of outstanding principal balance of maturity.

\*\* Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

**ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
713 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **BID – 1321 COMMERCIAL POOL RENOVATION SERVICES**  
**Date:** December 27, 2023

BID is for Commercial Pool Renovation Services at Lincoln Park Middle School.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
HORIZON COMMERCIAL POOLS	\$222,214.00
GLOBAL SPECIALTY CONTRACTORS	\$380,718.40

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Corey Karren reviewed the RFP.

Bryan Brown, Manager of Facilities, recommends accepting and awarding the BID meeting specifications as submitted by HORIZON COMMERCIAL POOLS for the amount of **\$222,214.00**.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

**Program:** Facilities

**Fund Custodian:** Bryan Brown, Manager of Facilities

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**Jill Lofald, Board Chair**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8700

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP #320 ENGINEERING SERVICES/TRANSPORTATION  
BUILDING ADDITION**  
**Date:** January 11, 2024

The quote is for professional engineering services for addition construction to the transportation building and salt storage area.

Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 56,000.00
NORTHLAND CONSULTING ENGINEERS	\$ 58,460.00
ICS	\$151,522.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **\$56,000.00** for **the ENGINEERING SERVICES/TRANSPORTATION BUILDING ADDITION.**

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

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Jill Lofald, Board Chair

**Expenditure Contracts Signed  
December 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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Rapp Strategies, Inc.	\$20,000.00*	Office of the Superintendent (DU)	Communication/planning support services for potential Spring 2024 referendum
Creedence Diver	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Annabelle McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
John McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Clayton Kettelhut Jr.	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Cruz Whitebird	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Elaina Martinez	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Aesa Howes	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Emma Hillinaay	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Christy Martin	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month

Per Mar Security Services	Final TBD (\$39.00/hour; \$58.50 overtime)	TLE (DU)	Security services for ALC
United Bus Sales	\$85,751.00*	Transportation (DR)	2018 IC used school bus
Frank Rockensock	\$50.00*	Office of Education Equity (OEE) (DR)	Performance at East HS for Native American Heritage Month
George Sales	\$800.00*	OEE (DR)	Beading activity with Ojibwemowin language students and teachers
Blair Powless	\$10,000.00*	OEE (DR)	Provide social studies lessons at the high school level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the US
Lakewood Little Lynx Preschool	\$2,240.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Early Learning	\$4,500.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	\$3,780.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Michelle Goose	\$2,000.00*	Early Childhood (DR)	Creating monthly lesson plans for the Head Start and Preschool classrooms
Lynn Halbrook	\$350.00*	Early Childhood (DR)	Present an edutainment based on the books of Dr. Seuss
Pamela Rees	\$8,000.00*	Early Childhood (DR)	Consultation on self-assessment, enrollment reduction, no cost waivers, community needs assessment and other grant specific items
Liz Raihala	\$200.00*	Lakewood ES (DU)	Piano accompanist for Lakewood holiday concert



December 28, 2023

John Magas, Superintendent  
Independent School District 709  
4316 Rice Lake Road Suite 108  
Duluth, MN 55811

Dear John:

This letter is the agreement ("Agreement") between Rapp Strategies, Inc. ("Rapp Strategies") and Independent School District 709 ("Client") wherein Rapp Strategies will provide strategic counsel and communications services to the Client described substantially below. This Agreement shall be effective from January 2, 2024 until May 31, 2024.

1. The Client and Rapp Strategies are entering this Agreement to provide strategic counsel, and public information and engagement activities for a May 2024 referendum seeking the approval of capital projects levy. The scope of services for the project includes:
  - a. Strategic counsel to assist development of the Client's public information and engagement strategies;
  - b. A plan to inform residents about the district's plan and the need for a referendum, including designing research, if requested;
  - c. Regular in-person or virtual meetings to manage communications activities;
  - d. Drafts core messaging to inform voters about the plan and referendum;
  - e. Develop an editorial calendar for traditional and digital media;
  - f. Revise design and population of a referendum microsite;
  - g. Design a fact sheet and evolving FAQs for public communications;
  - h. Preparation for media interviews;
  - i. Drafts of up to (4) newspaper/newsletter columns or Letters to the Editor;
  - j. Drafts of up to six (6) email or newsletter communication;
  - k. Drafts of a 12-15 slide PowerPoint presentation for public meetings;
  - l. Drafts of content and design for up to three social media posts per week.

Todd Rapp, CEO of Rapp Strategies, shall be the strategic leader for this project. Jodi Boyne, Senior Director, will lead implementation of the communications plan with other Rapp Strategies staff members managing development of materials, as needed.

2. Rapp Strategies shall invoice client for professional fees and expenses for the services described in Paragraph 1 in the amount of \$4,000 monthly for January, February, March, April, and May 2024. No additional amounts shall be invoiced except under the terms of Paragraphs 3 and 8.
3. At the written or emailed request of the Client, Rapp Strategies will provide additional work product outside of the scope of services in Paragraph 1, capped at \$2000 in additional

Rapp Strategies, Inc.



fees in any month. Fixed fees for additional communication materials would include, but are not limited to:

- a. Fact sheet, \$650
- b. Column newsletter article, \$450
- c. Print ad, poster or yard sign, \$400
- d. Election postcard mailer, \$750
- e. Graphic design for comparative charts and spending breakdowns, \$200
- f. Emails or letters to the editor, \$200
- g. Content for video scripts and graphics for videos, \$500
- h. Additional talking points for administration, school board members, and staff, beyond the core messages and fact sheet provided in Paragraph 1, \$400

Payment for the additional services shall be made in accordance with the payment terms specified in Paragraph 4.

4. The Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
6. Rapp Strategies will maintain website design services using the Squarespace template that was published on the Client's account for the November 2023 referendum on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for managing and maintaining the website and the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and Client-approved content may be populated to the website.
7. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, Client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.
8. The Client agrees to directly pay vendors for the production of the materials developed by Rapp Strategies to support the communications plan described in Paragraph 1. Rapp Strategies recommends that clients use local third-party vendors for production expenses as much as possible. If requested by the Client in writing, Rapp Strategies will contract directly with its vendor partners on the behalf of a Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account fees. In such cases, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of



managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of ten percent (10%) to the vendor's invoice when Rapp Strategies bills the Client for vendor's services. Any vendor expense shall be itemized as part of the invoice described in Paragraph 2 and vendor costs may exceed the monthly caps defined in Paragraphs 2 and 3. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate.

9. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.
10. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
11. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
12. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client. "Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.
13. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
14. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against



any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.

15. This Agreement may be terminated within 30 days following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client (in the case of termination by Rapp Strategies) provided above. Any retainer, partial retainer or other amounts due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.
16. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.
17. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.
18. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

**SIGNATURE PAGE FOLLOWS**



Sincerely,

Rapp Strategies, Inc.

A handwritten signature in black ink, appearing to read 'Todd Rapp'.

By: Todd Rapp, CEO  
Date: December 28, 2023

Accepted as of the 4 day of January, 2024 by the "Client", described above.

Signed: John Magas  
By: John Magas  
Its: Superintendent

Budget Code  
01 E 005 020 000 305 000

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Creedence Diver, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 9080 8087 Simon Road Cloquet, MN 55720.

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.

Creedence Diver [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Creedence Diver  
 8087 Simon Rd.  
 Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
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 Zunic 11/18/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Anabelle McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720.

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.

Annabelle McMillen [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Annabelle McMillen  
 1787 Wolf Ridge Rd  
 Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	DOS	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Imine Znuich 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

John

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and John McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at ETS for NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720 :



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.

John McMillen

SSN/Tax ID Number

11/20/23

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 Executive Director of Finance & Business Services 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).

John McMillen  
1787 Wolf Ridge Rd.  
Cloquet mn 55720

**Please check the appropriate line below:**

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

01	E	005	203	101	306	013
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 Zwick  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

12/8/23  
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Clayton Kettelhut Jr., 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS for NA Heritage Assembly

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2467 Hwy 210 Cloquet, MN 55720.

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.

Clayton Kettelhut Jr [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Clayton Kettelhut Jr  
 2467 Hwy 210  
 Cloquet mn 55718

**Please check the appropriate line below:**

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

01	E	005	203	101	366	013
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 Zwick  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

12/8/23  
 Date



AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cruz Whitebird, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Performance at EHS NA Heritage Assembly.

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 \$ 60 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 498 Twin Lakes Drive Cloquet, MN 55720.

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 11/20/23

\_\_\_\_\_  
 Program Director \_\_\_\_\_ Date \_\_\_\_\_

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

Cruz Whitebird  
 498 Twin Lakes Dr.  
 Cloquet Mn 55720

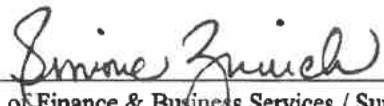
**Please check the appropriate line below:**

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

01	E	005	203	141	344	013
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 12/8/23

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Elaina Martinez, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

NA Heritage Month performance at EHS.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2001 Washington Ave CMS Tara Anders :

Clouet, MN 55720

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.

Elaina Martinez [REDACTED] 11/20/23  
 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 Executive Director of Finance & Business Services 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).

Cloquet Middle School  
 c/o Tara Anderson (AIE)  
 2001 Washington Ave  
 Cloquet MN 55720

**Please check the appropriate line below:**

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

01	E	005	203	161	366	013
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 Zruich 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Aisa Howls, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

NA Heritage month performance.  
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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 11409 Perch Lake Drive Duluth MN 55808.

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.

Nesa Hines \_\_\_\_\_ [Redacted] 11/21/27  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	101	364	013
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 Zunic \_\_\_\_\_ 12/18/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of November 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Emma Halliday, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Dance at NA Heritage Assembly.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1301 N Central Ave 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. **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.

Emma Holliday \_\_\_\_\_ [REDACTED] \_\_\_\_\_ 11/21/23  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	101	364	013
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 Zruich \_\_\_\_\_ 12/8/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and (Parent) Christy Martin, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Dance at NA Heritage 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 202 W. 2nd St #403 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.

(Parent) Christy Martin Christy Martin

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
SSN/Tax ID Number

11-20-23  
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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	366	013
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 Znuich  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

12/8/23  
Date



## SECURITY OFFICER SERVICES CONTRACT

This agreement is made and executed this 27th day of December, 2023, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Independent School District 709 (hereinafter called "Client") for the term beginning 2nd day of January, 2024, and a duration of one (1) year. At the end of this term, this agreement will automatically renew on a month-to-month basis.

Whereas, Client maintains and operates a school in the city of Duluth, State of Minnesota.

Now, for the consideration hereinafter set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer Service at the above Client location under the terms set forth below.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, is guilty of improper conduct, as quickly as a qualified replacement can be made available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Per Mar shall provide Security Officer Service for a minimum of 40 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client. The billing rates and equipment costs are based on this minimum; therefore, any permanent reduction in hours will automatically allow for a pricing re-opener to negotiate an increase in the hourly billing rates to adjust for the diminished hours.
7. For the services hereunder, Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys' fees will be paid by the Client.

## SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 39.00	\$ 58.50

The above billing rates shall apply during the original term of this contract; Per Mar reserves the right to increase rates after the original term of the contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

8. These billing rates are applicable without regard to any overtime pay which may be paid by Per Mar to its employees. It is further agreed that where conditions exist at the protected property that would require the assignment of Security Officers in excess of the number of hours as specified in Paragraph 6, Client shall pay Per Mar the overtime billing rate as incurred for those hours in excess of the minimum hours per week, as set forth in the schedule of billing rates.
9. Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
10. It is understood and agreed that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and the amounts being charged by Per Mar are not sufficient to warrant against loss; and Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence. Client agrees that if Per Mar is found liable for loss or damages due to Per Mar's sole negligence, such liability shall be limited to two times the amount paid Per Mar for the Security Officer service to which this agreement applies.
11. Per Mar Insurance
  - a. Per Mar shall maintain throughout this contract workers' compensation insurance with limits as required by state statute, and employer's liability insurance with a limit of at least \$1,000,000. If any claim for workers compensation benefits is made against Client, Per Mar shall hold harmless, defend and indemnify Client regarding any such claims.
  - b. Per Mar shall maintain throughout this contract general liability insurance with limits of at least \$2,000,000. Client shall be considered an Additional Insured under the Per Mar policy with respect to claims for personal injury and property loss or damage on Client's premises due to Per Mar's sole negligence.
  - c. If the Security Officer Service includes the use of vehicles by Per Mar security officers, Per Mar shall maintain an Automobile policy with limits of at least \$1,000,000 combined single limit.
12. Client shall not employ an employee of Per Mar engaged in Security Officer Services for Client during the term of this contract and from six months after the date of termination thereof. In the event of a breach of this term, Client shall pay Per Mar \$2,500 for reimbursement of recruitment, screening, and training expenses.
13. Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

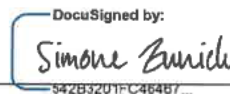
- 14. This contract may be reopened, upon the request of either party, one time in each consecutive twelve-month period during the term of this contract for the purpose of negotiating revised billing rates for the Security Officer Service herein provided. These billing rate revisions are exclusive of those specified in Paragraph 7.
- 15. This agreement constitutes the entire agreement and understanding between the parties superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.
- 16. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by Client AND Per Mar to be binding.
- 17. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. Client agrees that any Suit against Per Mar must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. Client waives the right to bring any class action against Per Mar.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

Per Mar Security & Research Corp.  
P.O. Box 4227  
Davenport, Iowa 52808

Independent School District  
709 Portia Johnson Drive  
Duluth, Minnesota 55802

By:  \_\_\_\_\_  
081D9583A42E48F...

By:  \_\_\_\_\_  
342B3201FC48487...

Name: Brad Duffy

Name: Simone Zunich

Title: President

Title: Exec. Dir. of Finance and Business Services

Date: 12/28/2023

Date: 12/28/2023

# UNITED BUS SALES

Phone: 612-868-7181  
Fax: 763-263-0806

16676 197th Ave. NW Suite B  
Big Lake, MN 55309

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson		
BUYER NAME: (Last)			(First)		(Middle)	
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #:		
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811	
PHONE: 218-336-8700		FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B	
CELL:		OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>			
LIEN HOLDER: None		ADDRESS:				
PLEASE ENTER MY ORDER: NEW		USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.		
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24				
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE	REGISTERED WEIGHT
2018	IC	CE	CON	Y	D	29,800
VIN: 4DRBUC8P2JB644262		LIC. #/PLATE TYPE: TE	GVWR: 29,800	CAPACITY: 77	MILEAGE:	DELIVERED ON/ABOUT: P/U OR DEL DEL
DOT#		CASH PRICE OF VEHICLE				
TRADES: NONE						
		2018 IC CE 77 PASSENGER - 3315U				
		4DRBUC8P2JB644262		\$80,000.00		
		PENDING CUSTOMER APPROVAL				
<b>TRADE-IN INFORMATION</b>						
YEAR	MAKE	MODEL	BODY TYPE			
VIN#: NA						
		Registration Tax	5.00	less Trade-In/Allowance (-)	0	
		Plate Fee	10.00	Trade Difference	\$80,000.00	
LIC PLATE#:		STATE:	Public Safety Fee	3.50		
MILEAGE:		EXP:	Transfer Tax	10.00		
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO		Title/Transfer Fee	8.25	Motor Vehicle Sales Tax	5500	
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO		State/Deputy Filing Fee	12.00	Service Contract		
		Lien Recording Fee	0.00	Document/Admin Fees	200	
		Tech Surcharge	2.25	Handicap Options		
<b>TOTAL LICENSE AND FEES</b>					51.00	
<b>Dealer's Disclaimer of Warranty</b>					<b>SUBTOTAL</b>	
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply</b>					Less Amount Submitted with Order(-)	
					Plus Balance Owing to Lienholder on Trade in +	
<b>TOTAL AMOUNT DUE ON DELIVERY</b>					<b>\$85,751.00</b>	

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age, or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of the Dealership.

Accepted: \_\_\_\_\_  
Dealer's Signature

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

X

*Ermine Zwick*  
Buyer's Signature Accepting Terms of Contract

\_\_\_\_\_ Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

#### ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

- 1 **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or the other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment of the VEHICLE.
- 2 **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the manufacturer, I agree to deliver the VEHICLE to YOU.
- 3 **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (see Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
- 4 **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.  
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
- 5 **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME and YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
- 6 **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
- 7 **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
- 8 **Taxes:** The price of the VEHICLE does not include Federal or State taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or government fee which applies to this sale.
- 9 **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
- 10 **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
- 11 **Used VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
- 12 **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
- 13 **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale.

7  
Violet  
Rockensock

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Rockensock, 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 11/21/23 and shall remain in effect until 11/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 801 N 27th 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.

Frank Rockensock [REDACTED] 12-11-2023  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] 12-15-23  
 Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

**Please check the appropriate line below:**

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

01	E	005	005	313	<sup>305</sup> <del>000</del>	301
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

[Signature] 12-18-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13 day of December, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and George Sales, 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 12/18/23 and shall remain in effect until 12/22/23 , 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.** *Beading activity with Ojibwemowin Language students & teachers.*

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 \$75 hourly and \$600 in total and up to \$200 in material reimbursement.

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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
3804 Grand Ave Apt. 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. **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:

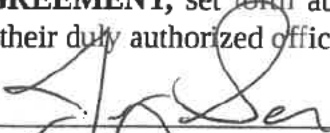
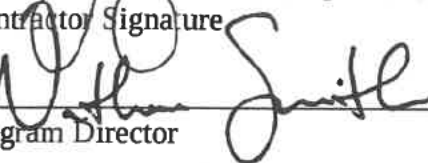
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 12/21/2023  
  
 Program Director \_\_\_\_\_ Date 12-21-23

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	405	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 12-27-23



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 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.** *The Contractor will provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the United States. Contractor will also provide Social Studies lessons at the High School level on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation. Concrete examples of concepts will come primarily from an Indigenous perspective. These lessons will be designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will assist teachers in meeting the American Indian focused and African Heritage focused Minnesota State Standards in Social Studies.*

*The Contractor will conduct exit surveys with each class they deliver lessons in and supply those completed surveys to the district.*

*The Contractor will develop educational seminars for District staff on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation.*

**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 \$75.00 (seventy-five dollars) hourly for teaching lessons and planning meetings. Not to exceed \$10,000.00 (ten thousand dollars) 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. Use 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 and/or Edye Washington, 709 Portia Johnson Dr, 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: Blair Powless, 1030 West 3rd 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.

[Signature] \_\_\_\_\_ 12/22/2023  
Contractor Signature SSN/Tax ID Number Date

[Signature] \_\_\_\_\_ 1-2-23  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	<del>366</del> 303	013
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\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

[Signature] \_\_\_\_\_ 1/5/24  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of December, 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 November 15th and shall remain in effect until June 6th, 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.** 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) Monday's and Friday's 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 November 15th, 2023 and shall not extend beyond June 6th, 2024; the contract not to exceed a total of 44 Days (attending 2 days per week. The District will pay 2 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 709 Portia Johnson Dr., 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 monthly and \$2,240.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

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

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

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

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

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

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



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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Crane</i>		<i>12/15/23</i>
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

<i>Ermine Zunic</i>	<i>12-18-23</i>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Early Learning, 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 November 28th and shall remain in effect until May 31st, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 4628 Pitt St, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond May 31st, 2024; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ \$600.00 per month including a \$300 registration fee).

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 709 Portia Johnson Dr., 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 \$600.00 monthly, including a \$300 registration fee, and \$4,500.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

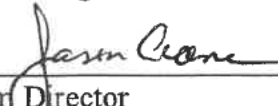
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		1-8-24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

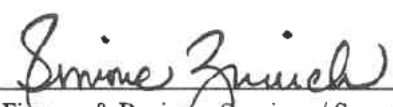
**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare 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 December 6, 2023 and shall remain in effect until June 5, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is December 6, 2023 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 66 Days (attending 3 days per week. The District will pay 3 days per week @ \$157.50 per week, including a \$250 enrollment fee).

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 709 Portia Johnson Dr., 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 \$157.50 weekly and \$3,780.00 in total, to include a one time \$250 enrollment fee.

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

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.

<i>Metmorse</i>	84-2085610	1/8/2024
Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Lane</i>		1-8-24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

<i>Simone Zunic</i>	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Goose, 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 August 15, 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.** *Michelle is an Oshki-inweewin parent and FDLTCC Office Language Instructor. She will be creating monthly lesson plans for the Head Start and Preschool classrooms.*

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 \$50 hourly and \$2000 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, 709 Portia Johnson Drive, Room 209, 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 825 N 42nd Ave West, 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 **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 insurances described below and Duluth Public Schools has approved each 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.

Michelle Coase [Redacted] 9/22/23  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] 1.4.24  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	285	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

[Signature] 1/8/24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of September , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Halbrook 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 January 30, 2024 and shall remain in effect until February 1, 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.** Lynn Halbrook will present an Edutainment based on the books of Dr. Seuss. Please see attached flyer..

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 \$350 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 ; 709 Portia Johnson Drive, Room 209, 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 194 Wheaton Road, Cloquet, MN 55720.

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

12/20/23  
 Date

  
 Program Director

1.4.24  
 Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

04	E	005	579	285	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

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

1/8/24  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28 day of November , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Rees, 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 January 1, 2024 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.** *(insert or attach a list of programs/services to be performed by contractor)*  
Consultation on Self Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items; Observations in classrooms with challenging behavior; Assistance in developing a FA2 Monitoring Checklist, and other mutually agreed upon topics.

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 \$50 hourly and \$8000 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 , 709 Portia Johnson Drive, Suite 209, 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) 1126 Mesaba Ave #320 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**



## AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of Dec., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Diz Raikala, 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 Dec. 15 and shall remain in effect until Dec. 21, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$\_\_\_\_\_ hourly and \$ 200. 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: \_\_\_\_\_, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Liz Rachala \_\_\_\_\_ 12-15-23  
 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 Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	500	050 298	000	305 401	600 420
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

Smile Zwick \_\_\_\_\_ 12-19-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed  
December 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Conflict Resolution Center	Denfeld HS	MOU encouraging cooperation between CRC and Denfeld HS to meet the needs of students as it relates to supplementing restorative practices, communication, and success.



## MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

### I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant or the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program.

### II. ROLES AND RESPONSIBILITIES

#### Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a

timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

### **Role of CRC**

1. CRC will provide onsite services related to conflict resolution to students at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in Minnesota Model team meetings with school personnel in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and Denfeld High School.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

### **Role of Denfeld High School**

1. Denfeld High School staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.

2. Denfeld High School staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them, as appropriate and when staff are available, to the location of the scheduled meeting with CRC staff.
3. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School will communicate with parents and/or guardians and obtain permission and have a release of information signed by parent and/or guardian before making a referral to CRC staff.
6. With permission from the student's parent/guardian through a signed release of information, Denfeld High School staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of November 27, 2023, and will continue through June 30, 2024, unless either party provides written notice per the termination clause below.

**Termination.** Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

**Confidentiality.** CRC and Denfeld High School agree that by virtue of entering into this Memorandum they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and Denfeld High School agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

**Referrals.** Students may be referred to CRC services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services. Parents/guardians must sign a release of information before services will begin with CRC.

**Data Collection.** Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

**Background Checks.** Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

**Independent Contractor.** Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum 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 Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

**Indemnity and defense of the District.** CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

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

**Notices.** All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, Duluth Regional Office, 230 W Superior Street, Suite 200, Duluth, MN 55802.

**Assignment.** CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

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

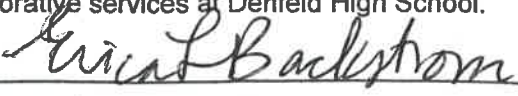
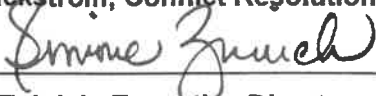
**Governing Laws.** This Memorandum, together with all of its paragraphs, terms, and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Entire Agreement.** This Memorandum contains the entire understanding and agreement 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.

**Data Practices.** CRC 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 Memorandum.

**Conflict of Interest and Fiduciary Duty:** All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

**Mutual Consent to Collaboration.** CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

 _____	<i>11-22-23</i>
Erica Backstrom, Conflict Resolution Center	Date
 _____	<i>12-14-23</i>
Simone Zunic, Executive Director of Business Services, ISD 709	Date

## Grant Applications December 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
Project Joy	Marah Evans	Project Joy	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community.
Northeast Service Cooperative	Danette Seboe	OEMS Industrial Technology	\$4295	Funds would be used to purchase a desktop router for OEMS, the tooling, and the training for the instructor. This would be a pilot project for the remainder of this year and, if successful, we would use CTE funds to purchase an identical machine for LPMS for next year.
Lloyd K. Johnson	Cal Harris	OEE	\$3500	<p>This Mentoring initiative coordinates a small group relationship for young women, to provide the support needed to succeed. The Mentor's job is to help young women define individual goals and find ways to achieve those goals. Since the expectations of each student will vary, the job of the mentor is to encourage the positive development of the young women.</p> <p>By sharing fun activities and conversation, a mentor encourages positive choices and promotes high self-esteem. Our program meets at St. Mark's Tuesdays and Thursdays from 4pm to 5pm or you may attend remotely via zoom. We will send out a link prior to the meeting.</p> <p>The program ran for three years at Duluth East and Laura MacArthur.</p>

**Committee of the Whole Board Meeting - Referendum**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 16, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

5:15 PM

1. **Call to Order**
2. **Roll Call**
3. **Discussion on Referendum**
4. **Adjournment**

2



# Duluth Public Schools Technology Levy Referendum





# Duluth Public Schools Technology Levy Referendum



Support our Classrooms, Students  
and Staff with 21st Century Digital,  
and Career & Technical Skills  
Toolkit



Create a digital infrastructure that is  
safe, accessible, resilient,  
sustainable, and future-proof



Enhance Student, Staff, and the  
District's Cyber-Security and  
Physical Safety



Provide the required support and  
staff training to maintain and reach  
Digital Objectives

## Support our Classrooms, Students and Staff with 21st Century Digital, and Career & Technical Skills Toolkit

- Connect modern digital assets with students and staff.
- Enhance the dynamics of relevant educational digital services.
- Develop the use, stewardship, and understanding of modern digital resources.
- Provide Equity in level the playing field, making modern digital resources available to all ISD709 students and staff to explore their academic potential and possibilities.
- Support and upgrade our Career & Technical Education programs with the required resources.
- Prepare our students and staff to meet the opportunities and challenges of our near future.



## Enhance Student, Staff, and the District's Cyber-Security and Physical Safety

- Develop systems that help monitor and support effective Digital Security.
- Provide and maintain modern video surveillance and physical security access systems.
- Model best practices of digital Cyber Security.
- Ensure the safety of people, data, and systems by continuously building capacity to mitigate and respond to current risks, such as ransomware and evolving cyber threats.
- Acquire the tools needed to better respond to a cyber security crisis.



## Create a digital infrastructure that is safe, accessible, resilient, sustainable, and future-proof

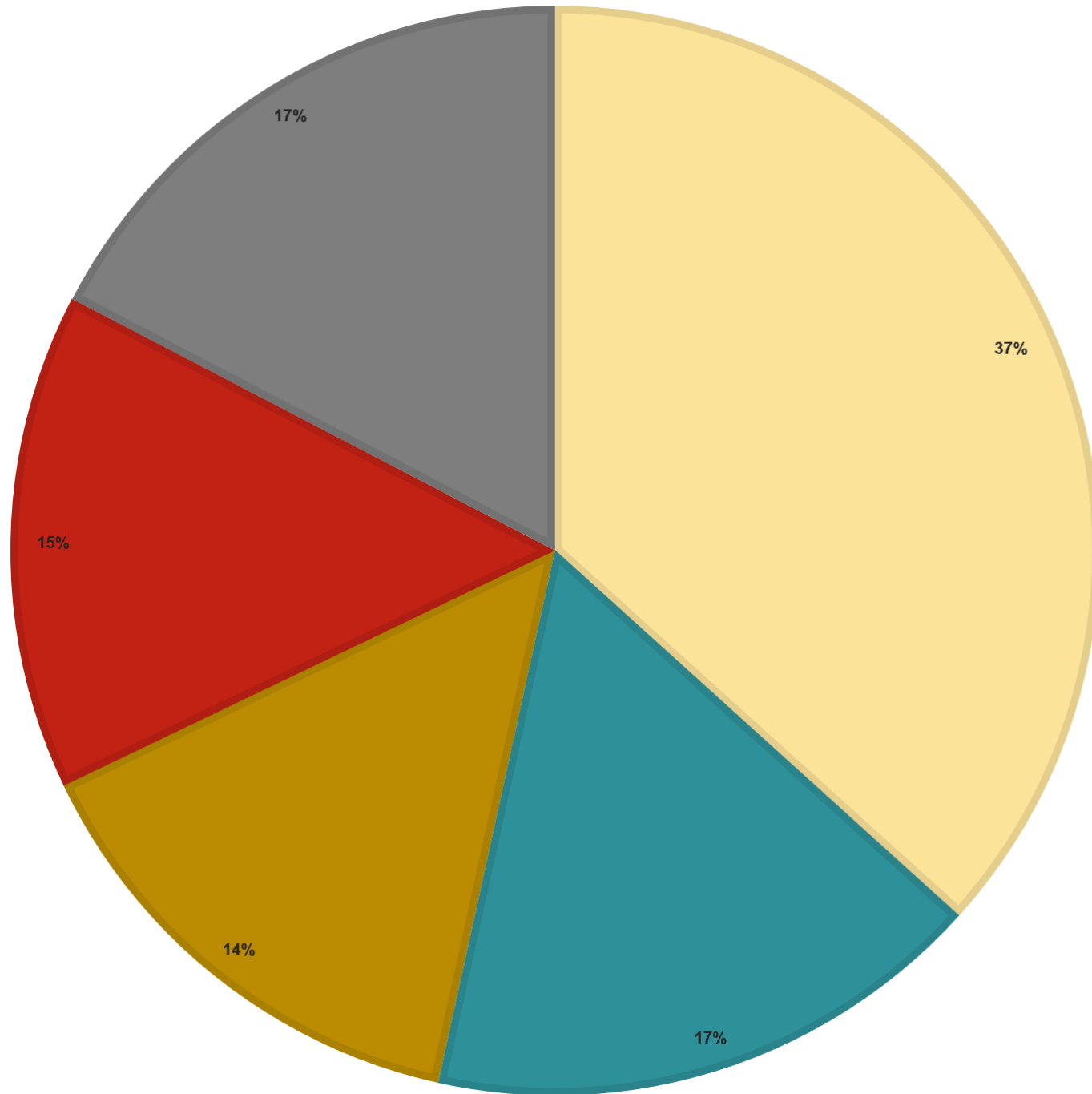
- Connections, speeds, and devices should be designed to meet the needs of modern education including plans for financial sustainability.
- This infrastructure should also be scalable to meet future needs.
- A robust infrastructure should meet the needs of all stakeholders.



## Provide the required support and staff training to maintain and reach Digital Objectives

- Digitally connect today's best practices with modern 21st Century teaching strategies.
- Leverage modern digital resources to gain teaching advantages.
- Coordinate effective and efficient academic monitoring.





- 21st Century Life and Digital Skills Toolkit
- Cybersecurity and Physical Safety
- Digital Infrastructure
- Staff Training
- Supporting Staff

Key Goals/Plan	Description	Total	Year 1 (2025/2026)	Year 2 (2026/2027)	Year 3 (2027/2028)	Year 4 (2028/2029)	Year 5 (2029/2030)	Year 6 (2030/2031)	Year 7 (2031/2032)	Year 8 (2032/2033)	Year 9 (2033/2034)	Year 10 (2034/2035)
21st Century Life and Digital Skills Toolkit	21st Century Life and Digital Skills Toolkit - Digital Curriculum	\$846,060	\$75,000	\$76,988	\$79,028	\$81,122	\$83,272	\$85,478	\$87,744	\$90,069	\$92,456	\$94,906
21st Century Life and Digital Skills Toolkit	Device purchases plus maintenance/repairs	\$11,280,805	\$1,000,000	\$1,026,500	\$1,053,702	\$1,081,625	\$1,110,288	\$1,139,711	\$1,169,913	\$1,200,916	\$1,232,740	\$1,265,408
21st Century Life and Digital Skills Toolkit	Install, maintain and/or upgrade classroom/learning space AV systems (interactive displays, etc.)	\$1,396,635	\$320,000	\$675,000	\$20,000	\$250,000	\$20,530	\$21,074	\$21,633	\$22,206	\$22,794	\$23,398
21st Century Life and Digital Skills Toolkit	Career and Technical Education (CTE) Program maintenance and upgrades	\$5,548,511	\$500,000	\$513,250	\$526,851	\$540,813	\$540,813	\$555,144	\$569,856	\$584,957	\$600,458	\$616,370
Cybersecurity and Physical Safety	Phone system maintenance, support and upgrade	\$1,262,728	\$450,000	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$92,742	\$95,524	\$98,390	\$101,342
Cybersecurity and Physical Safety	Upgrade existing E911 service to Next Generation 911	\$214,937	\$0	\$0	\$100,000	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911
Cybersecurity and Physical Safety	Purchase and support Data Loss Prevention (DLP), compliance and cyber threat monitoring services	\$343,916	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896	\$38,003	\$39,143
Cybersecurity and Physical Safety	Enhance email threat protection and encryption	\$789,656	\$70,000	\$71,855	\$73,759	\$75,714	\$77,720	\$79,780	\$81,894	\$84,064	\$86,292	\$88,579
Cybersecurity and Physical Safety	In-door cellular carrier booster service installation, maintenance and support	\$726,010	\$53,000	\$55,000	\$20,000	\$188,000	\$178,000	\$40,000	\$38,000	\$50,000	\$51,325	\$52,685
Cybersecurity and Physical Safety	Student device filtering and classroom management system	\$304,582	\$27,000	\$27,716	\$28,450	\$29,204	\$29,978	\$30,772	\$31,588	\$32,425	\$33,284	\$34,166
Cybersecurity and Physical Safety	Upgrade and maintain security video systems	\$1,109,133	\$150,000	\$50,000	\$520,000	\$51,325	\$52,685	\$54,081	\$55,514	\$56,986	\$58,496	\$60,046
Cybersecurity and Physical Safety	Cybersecurity Services: Security Operations Center (SOC) and Manage Detection and Response (MDR)	\$1,692,121	\$150,000	\$153,975	\$158,055	\$162,244	\$166,543	\$170,957	\$175,487	\$180,137	\$184,911	\$189,811
Cybersecurity and Physical Safety	Cybersecurity audit and testing	\$401,236	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Cybersecurity and Physical Safety	Secure backup solution (cloud and on-prem systems)	\$460,576	\$50,000	\$51,500	\$53,045	\$90,000	\$21,855	\$22,511	\$23,186	\$23,882	\$100,000	\$24,598
Cybersecurity and Physical Safety	Firewall hardware and software support	\$1,407,458	\$99,000	\$101,970	\$105,029	\$108,180	\$250,000	\$140,000	\$144,200	\$148,526	\$152,982	\$157,571
Digital Infrastructure	Install, maintain and/or upgrade AV systems in all our large venue spaces	\$290,000	\$0	\$0	\$0	\$0	\$60,000	\$180,000	\$50,000	\$0	\$0	\$0
Digital Infrastructure	Student device inventory management service	\$135,370	\$12,000	\$12,318	\$12,644	\$12,980	\$13,323	\$13,677	\$14,039	\$14,411	\$14,793	\$15,185
Digital Infrastructure	Network Infrastructure Hardware and Software replacement/upgrades	\$112,808	\$10,000	\$10,265	\$10,537	\$10,816	\$11,103	\$11,397	\$11,699	\$12,009	\$12,327	\$12,654
Digital Infrastructure	Data Center Colocation and Backup Colocation	\$767,095	\$68,000	\$69,802	\$71,652	\$73,551	\$75,500	\$77,500	\$79,554	\$81,662	\$83,826	\$86,048
Digital Infrastructure	Software as a Service (Google & Microsoft)	\$1,534,189	\$136,000	\$139,604	\$143,304	\$147,101	\$150,999	\$155,001	\$159,108	\$163,325	\$167,653	\$172,095
Digital Infrastructure	Internet Service	\$624,866	\$55,392	\$56,860	\$58,367	\$59,913	\$61,501	\$63,131	\$64,804	\$66,521	\$68,284	\$70,093
Digital Infrastructure	School/Site Fiber Connectivity	\$2,132,879	\$189,072	\$194,082	\$199,225	\$204,505	\$209,924	\$215,487	\$221,197	\$227,059	\$233,076	\$239,253
Digital Infrastructure	Network Infrastructure Hardware and Software Maintenance & Support	\$981,430	\$87,000	\$89,306	\$91,672	\$94,101	\$96,595	\$99,155	\$101,782	\$104,480	\$107,248	\$110,090
Digital Infrastructure	Phone Maintenance, Service & Support	\$936,307	\$83,000	\$85,200	\$87,457	\$89,775	\$92,154	\$94,596	\$97,103	\$99,676	\$102,317	\$105,029
Staff Training	21st Century Life and Digital Skills Toolkit for staff (Professional Development)	\$7,662,305	\$750,000	\$769,875	\$790,277	\$811,219	\$832,716	\$854,783	\$877,435	\$900,000	\$922,610	\$945,275
Supporting Staff	Supporting Staff (Existing plus additional staffing)	\$9,024,644	\$800,000	\$821,200	\$842,962	\$865,300	\$888,231	\$911,769	\$935,931	\$960,733	\$986,192	\$1,012,326
<b>Levy/Referendum Sub-Total</b>		<b>\$51,986,259</b>	<b>\$5,199,464</b>	<b>\$5,199,214</b>	<b>\$5,197,374</b>	<b>\$5,198,387</b>	<b>\$5,199,757</b>	<b>\$5,197,311</b>	<b>\$5,198,413</b>	<b>\$5,196,391</b>	<b>\$5,199,574</b>	<b>\$5,200,375</b>

Key Goals/Plan	Description	Total	Year 1 (2025/2026)	Year 2 (2026/2027)	Year 3 (2027/2028)	Year 4 (2028/2029)	Year 5 (2029/2030)	Year 6 (2030/2031)	Year 7 (2031/2032)	Year 8 (2032/2033)	Year 9 (2033/2034)	Year 10 (2034/2035)
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Cybersecurity and Physical Safety	In-door cellular carrier booster service installation, maintenance and support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cybersecurity and Physical Safety	Student device filtering and classroom management system	\$304,582	\$27,000	\$27,716	\$28,450	\$29,204	\$29,978	\$30,772	\$31,588	\$32,425	\$33,284	\$34,166
Cybersecurity and Physical Safety	Upgrade and maintain security video systems	\$1,109,133	\$150,000	\$50,000	\$520,000	\$51,325	\$52,685	\$54,081	\$55,514	\$56,986	\$58,496	\$60,046
Cybersecurity and Physical Safety	Cybersecurity Services: Security Operations Center (SOC) and Manage Detection and Response (MDR)	\$1,692,121	\$150,000	\$153,975	\$158,055	\$162,244	\$166,543	\$170,957	\$175,487	\$180,137	\$184,911	\$189,811
Cybersecurity and Physical Safety	Cybersecurity audit and testing	\$401,236	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Cybersecurity and Physical Safety	Secure backup solution (cloud and on-prem systems)	\$460,576	\$50,000	\$51,500	\$53,045	\$90,000	\$21,855	\$22,511	\$23,186	\$23,882	\$100,000	\$24,598
Cybersecurity and Physical Safety	Firewall hardware and software support	\$1,407,458	\$99,000	\$101,970	\$105,029	\$108,180	\$250,000	\$140,000	\$144,200	\$148,526	\$152,982	\$157,571
Digital Infrastructure	Install, maintain and/or upgrade AV systems in all our large venue spaces	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Digital Infrastructure	Student device inventory management service	\$135,370	\$12,000	\$12,318	\$12,644	\$12,980	\$13,323	\$13,677	\$14,039	\$14,411	\$14,793	\$15,185
Digital Infrastructure	Network Infrastructure Hardware and Software replacement/upgrades	\$112,808	\$10,000	\$10,265	\$10,537	\$10,816	\$11,103	\$11,397	\$11,699	\$12,009	\$12,327	\$12,654
Digital Infrastructure	Data Center Colocation and Backup Colocation	\$767,095	\$68,000	\$69,802	\$71,652	\$73,551	\$75,500	\$77,500	\$79,554	\$81,662	\$83,826	\$86,048
Digital Infrastructure	Software as a Service (Google & Microsoft)	\$1,534,189	\$136,000	\$139,604	\$143,304	\$147,101	\$150,999	\$155,001	\$159,108	\$163,325	\$167,653	\$172,095
Digital Infrastructure	Internet Service	\$624,866	\$55,392	\$56,860	\$58,367	\$59,913	\$61,501	\$63,131	\$64,804	\$66,521	\$68,284	\$70,093
Digital Infrastructure	School/Site Fiber Connectivity	\$2,132,879	\$189,072	\$194,082	\$199,225	\$204,505	\$209,924	\$215,487	\$221,197	\$227,059	\$233,076	\$239,253
Digital Infrastructure	Network Infrastructure Hardware and Software Maintenance & Support	\$981,430	\$87,000	\$89,306	\$91,672	\$94,101	\$96,595	\$99,155	\$101,782	\$104,480	\$107,248	\$110,090
Digital Infrastructure	Phone Maintenance, Service & Support	\$936,307	\$83,000	\$85,200	\$87,457	\$89,775	\$92,154	\$94,596	\$97,103	\$99,676	\$102,317	\$105,029
Staff Training	21st Century Life and Digital Skills Toolkit for staff (Professional Development)	\$6,691,000	\$604,000	\$626,000	\$613,000	\$800,000	\$870,000	\$878,000	\$768,000	\$654,000	\$460,000	\$418,000
Supporting Staff	Supporting Staff (Existing plus additional staffing)	\$9,024,644	\$800,000	\$821,200	\$842,962	\$865,300	\$888,231	\$911,769	\$935,931	\$960,733	\$986,192	\$1,012,326
<b>Levy/Referendum Sub-Total</b>		<b>\$49,998,943</b>	<b>\$5,000,464</b>	<b>\$5,000,339</b>	<b>\$5,000,098</b>	<b>\$4,999,168</b>	<b>\$4,999,040</b>	<b>\$5,000,527</b>	<b>\$5,000,978</b>	<b>\$5,000,391</b>	<b>\$4,998,249</b>	<b>\$4,999,690</b>



Key Goals/Plan	Description	Total	Year 1 (2025/2026)	Year 2 (2026/2027)	Year 3 (2027/2028)	Year 4 (2028/2029)	Year 5 (2029/2030)	Year 6 (2030/2031)	Year 7 (2031/2032)	Year 8 (2032/2033)	Year 9 (2033/2034)	Year 10 (2034/2035)
21st Century Life and Digital Skills Toolkit	21st Century Life and Digital Skills Toolkit - Digital Curriculum	\$846,060	\$75,000	\$76,988	\$79,028	\$81,122	\$83,272	\$85,478	\$87,744	\$90,069	\$92,456	\$94,906
21st Century Life and Digital Skills Toolkit	Device purchases plus maintenance/repairs	\$6,351,868	\$600,000	\$627,000	\$654,000	\$683,000	\$712,000	\$730,868	\$750,000	\$650,000	\$510,000	\$435,000
21st Century Life and Digital Skills Toolkit	Install, maintain and/or upgrade classroom/learning space AV systems (interactive displays, etc.)	\$4,502,888	\$320,000	\$675,000	\$20,000	\$250,000	\$20,530	\$21,074	\$768,000	\$788,352	\$809,243	\$830,688
21st Century Life and Digital Skills Toolkit	Career and Technical Education (CTE) Program maintenance and upgrades	\$5,548,511	\$500,000	\$513,250	\$526,851	\$540,813	\$540,813	\$555,144	\$569,856	\$584,957	\$600,458	\$616,370
Cybersecurity and Physical Safety	Phone system maintenance, support and upgrade	\$1,262,728	\$450,000	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$92,742	\$95,524	\$98,390	\$101,342
Cybersecurity and Physical Safety	Upgrade existing E911 service to Next Generation 911	\$214,937	\$0	\$0	\$100,000	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911
Cybersecurity and Physical Safety	Purchase and support Data Loss Prevention (DLP), compliance and cyber threat monitoring services	\$343,916	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896	\$38,003	\$39,143
Cybersecurity and Physical Safety	Enhance email threat protection and encryption	\$789,656	\$70,000	\$71,855	\$73,759	\$75,714	\$77,720	\$79,780	\$81,894	\$84,064	\$86,292	\$88,579
Cybersecurity and Physical Safety	In-door cellular carrier booster service installation, maintenance and support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cybersecurity and Physical Safety	Student device filtering and classroom management system	\$304,582	\$27,000	\$27,716	\$28,450	\$29,204	\$29,978	\$30,772	\$31,588	\$32,425	\$33,284	\$34,166
Cybersecurity and Physical Safety	Upgrade and maintain security video systems	\$1,109,133	\$150,000	\$50,000	\$520,000	\$51,325	\$52,685	\$54,081	\$55,514	\$56,986	\$58,496	\$60,046
Cybersecurity and Physical Safety	Cybersecurity Services: Security Operations Center (SOC) and Manage Detection and Response (MDR)	\$1,692,121	\$150,000	\$153,975	\$158,055	\$162,244	\$166,543	\$170,957	\$175,487	\$180,137	\$184,911	\$189,811
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Cybersecurity and Physical Safety	Firewall hardware and software support	\$1,407,458	\$99,000	\$101,970	\$105,029	\$108,180	\$250,000	\$140,000	\$144,200	\$148,526	\$152,982	\$157,571
Digital Infrastructure	Install, maintain and/or upgrade AV systems in all our large venue spaces	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Digital Infrastructure	Student device inventory management service	\$135,370	\$12,000	\$12,318	\$12,644	\$12,980	\$13,323	\$13,677	\$14,039	\$14,411	\$14,793	\$15,185
Digital Infrastructure	Network Infrastructure Hardware and Software replacement/upgrades	\$112,808	\$10,000	\$10,265	\$10,537	\$10,816	\$11,103	\$11,397	\$11,699	\$12,009	\$12,327	\$12,654
Digital Infrastructure	Data Center Colocation and Backup Colocation	\$767,095	\$68,000	\$69,802	\$71,652	\$73,551	\$75,500	\$77,500	\$79,554	\$81,662	\$83,826	\$86,048
Digital Infrastructure	Software as a Service (Google & Microsoft)	\$1,534,189	\$136,000	\$139,604	\$143,304	\$147,101	\$150,999	\$155,001	\$159,108	\$163,325	\$167,653	\$172,095
Digital Infrastructure	Internet Service	\$624,866	\$55,392	\$56,860	\$58,367	\$59,913	\$61,501	\$63,131	\$64,804	\$66,521	\$68,284	\$70,093
Digital Infrastructure	School/Site Fiber Connectivity	\$2,132,879	\$189,072	\$194,082	\$199,225	\$204,505	\$209,924	\$215,487	\$221,197	\$227,059	\$233,076	\$239,253
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Staff Training	21st Century Life and Digital Skills Toolkit for staff (Professional Development)	\$4,551,000	\$604,000	\$626,000	\$613,000	\$800,000	\$870,000	\$878,000	\$40,000	\$40,000	\$40,000	\$40,000
Supporting Staff	Supporting Staff (Existing plus additional staffing)	\$9,024,644	\$800,000	\$821,200	\$842,962	\$865,300	\$888,231	\$911,769	\$935,931	\$960,733	\$986,192	\$1,012,326
<b>Levy/Referendum Sub-Total</b>		<b>\$46,036,259</b>	<b>\$4,600,464</b>	<b>\$4,600,839</b>	<b>\$4,600,396</b>	<b>\$4,600,542</b>	<b>\$4,600,752</b>	<b>\$4,591,684</b>	<b>\$4,599,432</b>	<b>\$4,601,621</b>	<b>\$4,641,958</b>	<b>\$4,598,572</b>

## 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
Area Learning Center	Harborview Family Dental P.L.L.C (Gary Madison, DDS Grant Nelson, DDS Melissa Madison, DMD)	\$250.00	Holiday Auction 2023	
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Holiday Auction 2023	
Area Learning Center	Duluth Federation of Teachers	\$100.00	Holiday Auction 2023	
Denfeld HS	Faye Schueltzle / Tim Schueltzle	\$100.00	Public School Stadium	
District Service Center	Duluth Seaway Port Authority - Shellie Golden	In-kind		This has become a tradition that they give us 15-20 calendars every year. The calendar displays a beautiful photo that depicts our shipping industry.
Districtwide	Mary Junnila, Director at Lighthouse Center for Vital Living	In-kind		The Lighthouse Center for Vital Living donated the R82 Buffalo Stander that is in good condition. They no longer had use for this type of equipment and needed to get rid of it. The school district accepted the donation as a piece of equipment that can be used for students in our district who require assistance/equipment in order to complete weight bearing activities throughout their school day.
Districtwide	Shirley Haglund	\$600.00	Families in Transition Program	
Lester Park ES	Verne, Mari & Matthew Wagner	\$100.00	Spent on a school field trip	In Memory of Patrick Wagner, their son.
Lincoln Park MS	Terese Tomanek - Duluth City Councilor	In-kind		Five new youth coats (with hats) donated.
Districtwide	Duluth's Best Bread	In-kind		Weekly donations of bread that are distributed by a Duluth Public Schools employee

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Project Joy	Marah Evans	Myers-Wilkins Elementary-Social Worker	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that.
Northland Foundation	Katie Scheufeli	DSC-Inclusion Coordinator-Duluth Head Start/Preschool	16,548	14,000 first ask+3750 second ask added.This is additional funding I would like to add to my previously approved grant for the continuation of our Circle of Security journey. Within the previous grant proposal, I had requested funding to train staff to be facilitators of COSP, COSC as well as COSC coaches. The piece I would like to add is a family engagement piece.

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$21,708,231 TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDDING THE SALE THEREOF

BE IT RESOLVED, by the School Board (the "Board") of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), as follows:

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to Minnesota Statutes, Section 465.71 and Section 475.67, has issued and there is outstanding, the District's (i) \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the "2019A Certificates"); and (ii) \$5,070,000 Refunding Certificates of Participation, Series 2021B dated March 9, 2021 (the "2021B Certificates"). The 2019A Certificates and the 2021B Certificates were issued pursuant to a Lease Purchase Agreement, as amended, and pursuant to a Declaration of Trust by and between the District and Associated Trust Company, National Association (the "Trustee").

B. Under and pursuant to Minnesota Statutes, Chapter 475 (the "Act") and approval by the voters of the District on November 7, 2023 of the following question:

"Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed \$21,800,000 to provide funds to refinance, for general fund operational savings, the District's Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District's facilities throughout the District?"

The District has determined that it is necessary in order for the adjustment of maturities in relation to the resources available for the payment and to provide the District general fund operational savings to refinance outstanding 2019A Certificates and 2021B Certificates as hereinafter provided.

C. The Board has determined to issue its Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A (the "Bonds"), in the amount of \$21,708,231 pursuant to the Act to pay for the refunding a portion of the 2019 Certificates and a portion of the 2021B Certificates, as hereinafter defined, and to pay costs of issuance of the Bonds, and to pledge the District's full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

D. The Board hereby determines that the proceeds of the Bonds shall be used for the defeasance, payment, prepayment and redemption of the 2019A Certificates maturing on and after March 1, 2025 (the "2019 Refunded Certificates") and the 2021B Certificates maturing on and after March 1, 2025 (the "2021 Refunded Certificates") as set forth in the Escrow Agreement authorized in Section 5 hereof. The 2019 Refunded Certificates maturing on and after March 1, 2028 are called for prepayment and redemption on March 1, 2027 (the "2019 Refunded Certificates Redemption Date"). The 2021B Refunded Certificates maturing on and after March 1, 2029 are called for prepayment and redemption on March 1, 2028 (the "2021 Refunded Certificates Redemption Date").

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(6) of the Act to the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on December 19, 2023, entitled “Resolution Regarding the Issuance of Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$21,800,000.

1.04 Finding. All conditions precedent to the issuance of the Bonds pursuant to the Act have been fulfilled. The School Board hereby determines that it is necessary and desirable to finance such refundings and to issue the Bonds therefor.

1.05 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co. Incorporated of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$21,358,231.00, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

B. The actions of the officers of the District, the Superintendent and Executive Director of Business Services taken with respect to the execution on the part of the District of a bond purchase agreement for the sale of the Bonds in accordance with the Purchaser’s proposal and the Parameters Resolution, are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall be issued as capital appreciation bonds which shall mature on March 1 in the years and in the accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original principal amount, accreted amount at maturity (which accreted amount at maturity is also referred to herein as the “accreted maturity amount”), the aggregate original principal amount and the approximate yield to maturity applicable thereto, as follows:

<b>Maturity Date (March 1)</b>	<b>Total Accreted Amount at Maturity</b>	<b>Total Original Principal</b>	<b>Approximate Yield to Maturity</b>
2025	\$1,845,000.00	\$1,749,650.40	5.05%
2027	\$1,535,000.00	\$1,319,455.30	5.00%
2028	\$1,005,000.00	\$821,265.90	5.03%
2029	\$11,810,000.00	\$9,160,544.60	5.08%
2030	\$11,805,000.00	\$8,657,314.80	5.18%
<b>TOTAL</b>	<b>\$28,000,000.00</b>	<b>\$21,708,231.00</b>	

C. The principal maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption. The Bonds shall not be subject to optional redemption or prepayment before maturity.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on March 1, 2024, and semiannually thereafter on each March 1 and September 1 (each referred to herein as a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or is the original principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to each Bond. If the legal opinion is not manually signed, the certificate as to legal opinion, in substantially the form set forth in Section 3 hereof, shall be executed by the manual signature of the Clerk. The Clerk is authorized and directed to execute the certificate in the name of the District upon receipt of the opinion and to file the opinion in the District offices.

2.05 Appointment and Duties of Bond Registrar; Record Date.

A. The School Board hereby appoints U.S. Bank Trust Company, National Association, of St. Paul, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the “Bond Registrar”). No Bond shall be valid or obligatory for any purpose unless or until either: (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) such Bond has been manually executed by at least one officer of the School Board. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the School Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

B. The District shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the District shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the School Board.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the School Board. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the District evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the District and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing. The District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

D. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required (i) to make any transfer or exchange during the 15 days next preceding any payment date on the Bonds (the "Payment Date"), (ii) to make any transfer or exchange of any Bonds called for redemption, or (iii) to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

#### 2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the District has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the District and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the District on each Payment Date to the account of Cede & Co. on each Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and

delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the District and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the accreted amount on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption, if any; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified



and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the District is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the District determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the District shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The District, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the District and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.07 Lost or Damaged Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Payment of Bonds.

A. The District and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the accreted amount on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

B. The accreted amount on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The District shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of the accreted amount.

2.09 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the District and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the District without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

R-\_\_ \$\_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH)

TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION  
REFUNDING BOND  
SERIES 2024A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, 20__	February 8, 2024	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT  
AT MATURITY: \_\_\_\_\_ DOLLARS

Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each March 1 and September 1, commencing March 1, 2024 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity.

The “accreted amount” of this Bond, per \$5,000 of accreted amount at maturity (also referred to as “accreted maturity amount”), as of any given March 1 and September 1 is the original principal amount hereof plus interest accrued or compounded to such date, as set forth on the table attached hereto for each applicable March 1 and September 1.

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such

successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date (the "Payment Date") (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$21,708,231 and a total accreted amount at maturity of \$28,000,000, all of like date and tenor, except as to number, maturity date, denomination and yield, pursuant to the authority contained in Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on January 23, 2024 (the "Resolution"), for the purpose of providing funds to refinance for general fund operational savings and to adjust maturities of existing obligations in relation to the resources available therefor. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are not subject to optional redemption or prepayment before maturity.

The District has qualified the Bonds for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the principal or interest payment on the Bonds on any Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate accreted maturity amount equal to the unpaid accreted maturity amount of this Bond, and of like tenor except as to number and accreted maturity amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate, if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate accreted maturity amount equal to the accreted maturity amount of this Bond, of the same maturity. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes March 1, 2024) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes March 1, 2024) to such other date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the District is subject to the levy of ad valorem taxes to the extent needed to pay the accreted amount at maturity hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the District.

IN WITNESS WHEREOF, Independent School District No. 709, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Chair and attested by the facsimile signature of the Clerk.

ATTEST:

(form – no signature required)  
Clerk

(form – no signature required)  
Chair

Date of Authentication: \_\_\_\_\_

#### BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
St. Paul, Minnesota  
Bond Registrar

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank Trust Company, National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner’s attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on said books in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
02/08/2024	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

Date	Bond Component 3/1/2025 5.05%	Bond Component 3/1/2027 5.00%	Bond Component 3/1/2028 5.03%	Bond Component 3/1/2029 5.08%	Bond Component 3/1/2030 5.18%
02/08/2024	\$4,741.60	\$4,297.90	\$4,085.90	\$3,878.30	\$3,666.80
03/01/2024	\$4,756.75	\$4,311.45	\$4,098.90	\$3,890.75	\$3,678.80
09/01/2024	\$4,876.85	\$4,419.25	\$4,202.00	\$3,989.60	\$3,774.10
03/01/2025	\$5,000.00	\$4,529.75	\$4,307.70	\$4,090.90	\$3,871.85
09/01/2025	--	\$4,642.95	\$4,416.00	\$4,194.85	\$3,972.10
03/01/2026	--	\$4,759.05	\$4,527.10	\$4,301.40	\$4,075.00
09/01/2026	--	\$4,878.00	\$4,640.95	\$4,410.65	\$4,180.55
03/01/2027	--	\$5,000.00	\$4,757.65	\$4,522.65	\$4,288.80
09/01/2027	--	--	\$4,877.30	\$4,637.55	\$4,399.90
03/01/2028	--	--	\$5,000.00	\$4,755.35	\$4,513.85
09/01/2028	--	--	--	\$4,876.10	\$4,630.75
03/01/2029	--	--	--	\$5,000.00	\$4,750.00
09/01/2029	--	--	--	--	\$4,873.75
03/01/2030	--	--	--	--	\$5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

\_\_\_\_\_  
\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the District or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

Section 4. Covenants, Accounts and Representations.

4.01 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the “Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A Debt Service Fund” (the “Debt Service Fund”).

B. There is hereby pledged and appropriated and there shall be credited to the Debt Service Fund: (i) the accrued interest in the amount of \$0.00; (ii) the rounding in the amount of \$1,429.28; (iii) the ad valorem taxes hereinafter levied; and (iv) investment earnings on the monies identified in the foregoing clauses (i) through (iii). The proceeds of the Bonds described in clauses (i) and (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

C. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the Executive Director of Business Services shall pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied.

#### 4.02 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the District are hereby irrevocably pledged. There is hereby levied a direct, annual, ad valorem tax upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on *Exhibit A* hereto and incorporated herein by reference as though fully specified in this Section.

B. Said levies are such that if collected in full they will produce between five and six percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the District may reduce or cancel the above levies to the extent of the amount which has been appropriated to and is on deposit in the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.03 Investments. Monies on deposit in the Debt Service Fund may, at the discretion of the Executive Director of Business Services, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

#### 4.04 Minnesota School District Credit Enhancement Program.

A. The Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55. The Board covenants and obligates itself to deposit with the Bond Registrar, as paying agent, three business days prior to any payment date an amount sufficient to make the payment of accreted maturity amount due or to notify the State of Minnesota Commissioner of Education not less than 15 working days prior to such payment date that it is unable to make all or a portion of the payment due on such payment date. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

B. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of the accreted maturity amount on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55 and otherwise to take such actions as necessary to comply with that section.

#### Section 5. Refunding.

A. The form of the Escrow Agreement proposed to be made and entered into between the District and Associated Trust Company, National Association (the "Escrow Agent"), which provides for (i) the payment of the principal and interest due on the 2019 Refunded Certificates from September 1, 2024 through March 1, 2027 and the prepayment and redemption of the 2019 Refunded Certificates maturing on and after March 1, 2028 on the 2019 Refunded Certificates Redemption Date; and (ii) the payment of the principal and interest due on the 2021 Refunded Certificates from September 1, 2024 through March 1,

2028 and the prepayment and redemption of the 2021 Refunded Certificates maturing on and after March 1, 2029 on the 2021 Refunded Certificates Redemption Date. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement substantially in the form now on file with the Clerk.

B. The District shall pay the March 1, 2024 principal and interest due on the 2019A Certificates and the 2021B Certificates from its funds outside the Escrow Agreement.

C. The officers and other agents or employees of the District are hereby authorized to do all acts and things required by or in connection with this Resolution, the refunding of the 2019 Refunded Certificates, the 2021 Refunded Certificates, the Escrow Agreement and the Bonds.

Section 6. Certificates of Proceedings; Miscellaneous.

6.01 Filing of Resolution; County Auditor Certificate. The Clerk is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

6.02 Authentication of Transcript. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the District relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the District and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Chair and Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 Absent or Disabled Officers. In the event of the absence or disability of the Chair, Clerk or Executive Director of Business Services, such officers or members of the Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.05 Defeasance. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as



amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Continuing Disclosure. The Board of the District acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 8. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the Bonds. The Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 23<sup>rd</sup> day of January, 2024.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution # \_\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

**EXHIBIT A**

**TAX LEVY SCHEDULE**

<b>Levy Year</b>	<b>Collection Year</b>	<b>Tax Levy</b>
2023	2024	\$1,937,250.00
2024	2025	\$0.00
2025	2026	\$1,611,750.00
2026	2027	\$1,055,250.00
2027	2028	\$12,400,500.00
2028	2029	\$12,395,250.00

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ST. LOUIS     )

I, the undersigned, the duly elected, qualified and acting Clerk of the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), do hereby certify that I am the official custodian of the records of the District, and that I have compared the attached copy with the original records of the District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth in said State, on January 23, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the District, on January 23, 2024.

---

Clerk

M:\DOCS\05953\000083\ROL\19W985503.DOCX

**RESOLUTION RELATING TO THE AUTHORIZATION OF A CAPITAL  
PROJECT LEVY OF THE SCHOOL DISTRICT AND CALLING AN  
ELECTION THEREON**

BE IT RESOLVED, by the School Board (the “Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”) as follows:

Section 1. Findings. Pursuant to Minnesota Statutes § 123B.63, the Board determines and declares that it is necessary and expedient to authorize a capital project levy of 4.262% times the net tax capacity of the District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2025, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for purposes listed under Minnesota Statutes § 126C.10, subdivision 14, including for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

Section 2. Approval of the Questions. The question authorizing the capital project levy shall be submitted to the qualified voters of the District at a special election, which is hereby called and directed to be held on May 14, 2024 (the “Special Election”). Such question shall be substantially in the following form:

**SCHOOL DISTRICT BALLOT QUESTION**

**APPROVAL OF SCHOOL DISTRICT’S CAPITAL PROJECT LEVY REFERENDUM**

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.262% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2025, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

YES

Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

NO

**BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A  
PROPERTY TAX INCREASE.**

Resolution B-1-24-4008

January 23, 2024

B. In the event of approval of the Question by a majority of electors voting thereon, the Board shall establish the capital project levy as approved.

Section 3. Polling Places.

A. The precincts and polling places for the Special Election are those precincts or parts of precincts located within the boundaries of the District which have been established by the cities or towns located in whole or in part within the District, as listed on **Exhibit A**. The voting hours at those polling places shall be the same as those for the state general election, between the hours of 7:00 a.m. and 8:00 p.m.

B. The Clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on Election Day.

Section 4. Notice of Election.

A. The Clerk is authorized and directed to cause written notice of the Special Election to be provided to the county auditor of each county in which the District is located, in whole or in part, at least 74 days before the date of the Special Election. The notice shall include the date of the Special Election and the title and language for each ballot question to be voted on at the Special Election.

B. The Clerk is authorized and directed to cause written notice of the Special Election to be provided to the Commissioner of Education at least 74 days before the date of the Special Election. The notice shall include the date of the Special Election and the title and language for the ballot question to be voted on at the Special Election.

C. The Clerk is authorized and directed to cause notice of the Special Election to be published in the official newspaper of the District, for two consecutive weeks with the last publication being at least one week before the date of the Special Election.

D. The Clerk is authorized and directed to cause notice of the Special Election to be posted at the administrative offices of the District and three of the most public places in the District at least 10 days before the date of the Special Election. The notice must remain posted through the date of the Special Election.

E. The notice of election so posted and published shall be in the form hereto attached as **Exhibit A**, and shall state the questions to be submitted to the voters as set forth in the form of ballot below, and include information concerning each established precinct and polling place.

Section 5. Election Materials. The Clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of the Special Election and generally to cooperate with election authorities conducting other elections on May 14, 2024. The Clerk and members of the administration are authorized and directed to take such

actions as may be necessary to coordinate this election with those other elections, including entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots, election administration, and cost sharing.

Section 6. Ballot Boxes; Preparation of Ballots; Absentee Ballots.

A. The Clerk is authorized and directed to secure equipment for the deposit of ballots at the polling place and to acquire and distribute such election materials as may be necessary for the proper conduct of this Special Election.

B. The Clerk is further authorized and directed to cause printed ballots to be prepared for use at said Special Election in substantially the form attached hereto as **Exhibit B**.

C. If the District will be contracting to print the ballots for this Special Election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall furnish, if requested by the Clerk, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the Clerk conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

D. The Clerk is authorized to work with the County Auditor regarding the preparation and availability of absentee ballots for the Special Election as required by Minnesota Statutes.

Section 7. Sample Ballot. The sample ballot shall not be printed on the same color paper as the official ballot. The Clerk is authorized and directed to post the sample ballot as required by Minnesota Statutes, as follows:

A. The sample ballot shall be posted in the Clerk's office of the District at least four days prior to the Special Election.

B. The sample ballot shall be posted in a conspicuous location at each polling place on election day.

Section 8. Election Judges. The Clerk is authorized to appoint election judges, each of whom is qualified to serve as an election judge, and will be appointed as judges of the Special Election, and to act as such at the respective polling places. The election judges shall act as clerks of the election, count the ballots cast and submit the results to the Board for canvass in the manner provided for other school district elections.

Section 9. Canvass of Returns. The Board shall meet no earlier than three (3) days after the date of the Special Election and no later than ten (10) days after the date of the Special Election to canvass the results and to declare the results thereof.

Section 10. Election Proceedings. This resolution shall be in full force and effect and said election shall be held and conducted and the returns thereof shall be canvassed in all respects as required by law.

Section 11. Exhibits. The exhibits to this Resolution are as follows:

Exhibit A: Notice of Special Election

Exhibit B: Form of Official Ballot

Adopted: January 23, 2024.

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Chair

Attested:

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Clerk

**EXHIBIT A**

**NOTICE OF SPECIAL ELECTION OF  
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA  
ST. LOUIS COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that a Special Election in and for Independent School District No. 709 (Duluth), Minnesota, will be held on May 14, 2024, between the hours of 7:00 a.m. and 8:00 p.m., for the purpose of voting upon the following question:

**SCHOOL DISTRICT BALLOT QUESTION**

**APPROVAL OF SCHOOL DISTRICT’S CAPITAL PROJECT LEVY REFERENDUM**

- YES The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.262% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2025, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.
- NO

Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

**BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**

The polling places at which all the voters in Independent School District No. 709 may vote in the Special Election have been designated as:

**City of Duluth Polling Places**

- |    |  |                             |
|----|--|-----------------------------|
| 1. | St. Michael's Catholic Church (lower level)        | 4901 East Superior Street   |
| 2. | Lakeside Presbyterian Church (lower level)         | 4430 McCullough Street      |
| 3. | Lutheran Church of the Good Shepherd (lower level) | 1325 North 45th Avenue East |
| 4. | Faith Lutheran Church Bldg. (lower level)          | 1814 North 51st Avenue East |



- |   |                            |
|---|----------------------------|
| 5. Lakeview Covenant Church (lower level)                   | 1001 Jean Duluth Road      |
| 6. Woodland Community Club                                  | 3211 Allendale Avenue      |
| 7. Glen Avon Presbyterian Church (lower level)              | 2105 Woodland Avenue       |
| 8. Duluth Congregational Church (lower level)               | 3833 East Superior Street  |
| 9. Pilgrim Congregational Church (lower level)              | 2310 East Fourth Street    |
| 10. U.M.D. Kirby Student Center                             | 1120 Kirby Drive           |
| 11. Vineyard Christian Fellowship (auditorium)              | 1533 West Arrowhead Road   |
| 12. Unitarian Universalist Congregation of Duluth           | 835 West College Street    |
| 13. Mt. Olive Lutheran Church (lower level)                 | 2012 East Superior Street  |
| 14. First Lutheran Church (lower level)                     | 1100 East Superior Street  |
| 15. Peace United Church of Christ                           | 1111 North 11th Ave. East  |
| 16. First United Methodist Church (Lakeview social hall)    | 230 East Skyline Parkway   |
| 17. Washington Center (gymnasium)                           | 310 North 1st Avenue West  |
| 18. Lafayette Square (upper level)                          | 3026 Minnesota Avenue      |
| 19. Duluth Public Library (Green Room)                      | 520 West Superior Street   |
| 21. Lincoln Park Senior Center (lower level)                | 2014 West Third Street     |
| 22. Holy Cross Lutheran Church                              | 410 North Arlington Avenue |
| 23. Shepherd of the Hills Lutheran Church (fellowship hall) | 802 Maple Grove Road       |
| 24. Christ Lutheran Church (rear lower level entrance)      | 2415 Ensign Street         |
| 25. St. Lawrence Church                                     | 2410 Morris Thomas Road    |
| 26. Holy Family Catholic Church                             | 2430 West Third Street     |
| 27. Harrison Community Club                                 | 3002 West Third Street     |
| 28. City Center West  | 5830 Grand Avenue          |
| 29. Our Savior's Lutheran Church (lower level)              | 4831 Grand Avenue          |
| 30. Elim Lutheran Church (social hall)                      | 6101 Cody Street           |
| 31. Zenith Terrace Community Center                         | 2 Foxtail Avenue           |
| 32. Asbury United Methodist Church (lower level)            | 6822 Grand Ave             |
| 33. Goodfellowship Community Center (warming area)          | 1242 88th Avenue West      |
| 34. Gary New Duluth Community Recreation Center             | 801 101st Avenue West      |

**City of Rice Lake, Normana, North Star & Unorg. 23, Gnesen & Unorg. 2 and Lakewood Townships Polling Places**

- |                                |                          |
|--------------------------------|--------------------------|
| 1. City of Rice Lake City Hall | 4107 Beyer Road          |
| 2. Normana Town Hall           | 6472 French River Road   |
| 3. North Star Township Hall    | 7700 Pequaywan Lake Road |
| 4. Gnesen Community Center     | 6356 Howard Gnesen Road  |
| 5. Lakewood Town Hall          | 3110 Strand Road         |

Any qualified voter in the School District may vote at the election at the polling place designated above. Any resident of the District not previously registered as a voter may register on election day.

If you have any questions, please contact: *[insert name of contact person]*

By Order of the School Board

/s/ \_\_\_\_\_

Clerk  
Independent School District No. 709

**EXHIBIT B**

**(FOR PAPER BALLOTS)  
[To Appear on Front]**

**OFFICIAL BALLOT  
SPECIAL ELECTION  
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA**

**May 14, 2024**

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Instructions to Voters

To vote, completely fill in the oval(s) next to your choice(s) like this:



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To vote for a question, fill in the oval next to the word “YES” for that question.  
To vote against a question, fill in the oval next to the word “NO” for that question.

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**SCHOOL DISTRICT BALLOT QUESTION  
APPROVAL OF SCHOOL DISTRICT’S CAPITAL PROJECT LEVY REFERENDUM**

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.262% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2025, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

YES

NO

Shall the capital project levy proposed by the Board of Independent School District No. 709 (Duluth) be approved?

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**BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**



**[To Appear on the Ballot]**

**OFFICIAL BALLOT**

**SPECIAL ELECTION**

**May 14, 2024**

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**Judges of Election**



EXTRACT OF MINUTES OF A REGULAR MEETING OF THE  
SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 709

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 709, was duly called and held at the \_\_\_\_\_ located at \_\_\_\_\_, Duluth, Minnesota, on January 23, 2024, at \_\_\_\_ p.m.

The following members were present:

and the following members were absent:

MOTION: Member \_\_\_\_\_ moved to adopt a resolution entitled “Resolution Relating to the Authorization of a Capital Project Levy of the School District and Calling an Election Thereon.”

SECOND: Member \_\_\_\_\_

RESULT: On a roll call vote the motion was carried.

Ayes:  
Nays:  
Not Voting:  
Absent:

The Resolution was then signed by the Chair, whose signature was attested by the Clerk.

**RESOLUTION**

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member’s Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member’s right to Employment states that the employment relationship will not exceed \$20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed \$20,000 in a fiscal year.

BOARD MEMBER

TIME FRAME

Jill Lofald

July 2023 - December 2024