

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, May 12, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	9
3) Facilities Department Report	11
4) Health & Safety Report	13
5) Technology Department Report	15
6) Transportation Department Report	16
3. <u>Recommended Resolutions</u>	
A. B-5-25-4096 - Acceptance of Donations to Duluth Public Schools	17
B. B-5-25-4097 - Acceptance of Grant Awards to Duluth Public Schools	22
4. <u>Consent Agenda</u>	
A. HR Staffing Report	23
1) Job Description - Benefits Coordinator (Revised)	25
2) Job Description - MTSS Academics & Curriculum & Instruction Coordinator	37
B. Finances	
1) Financial Report	41
2) Fundraisers	42
C. Bids, RFPs, and Quotes	
1) BID #1339 - EHS Parking Lot Improvements (Design Tree)	43
2) RFP #339 Commissioning Contractor for the Duluth Education Center (DNT building)	47
D. Contracts, Change Orders and Leases	
1) CONTRACT - MNDOT London Road Property Sale	48
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	116
B. No Cost Contracts	169
C. Revenue Contracts - None	
D. Grant Applications	201



Human Resources Report for May 2025 School Board Meeting Highlighting April 2025 Activities

Department:	Human Resources
HR Business Services Committee:	05.12.2025
Regular Board Meeting:	05.20.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- April was busy with the posting of summer school paraprofessional positions (47) and for the start of the posting process for next school year. To date, we have posted for 40 paraprofessional positions, 3 food service positions, and 102 certified positions.
- In April, HR staff along with the Finance team, have been meeting with Principals to review current year staffing, UFARS coding, and having discussions about next year's staffing review processes.
- The HR team attended several career fairs focusing on all district positions. Major fairs attended included: MN Educators Career Expo- Eden Prairie, St. Cloud State University Career and Education Job Fair, Hermantown Chamber of Commerce Career Fair, and JET Career Fairs in both Virginia and Carlton.
- In addition, HR has worked closely with Transportation leaders to create a bus driver training/hiring process starting July 1. We are excited to partner with them to bring this information to the general public in order to generate interest in bus driver positions!

What We're Working On:

- Charlie Cook, Human Resource Manager is collaborating with district leaders to develop specific job evaluation rubrics for the new Vector Evaluation system.
- The Benefits Department continues to organize the Employee Wellness Fair with local vendors and our benefit partners to provide a robust experience for the employees in attendance during the Professional Development Day in May.
- Open Enrollment is currently active for health insurance, all instructions were sent out to employees last week. It will run from May 1st through the 15th.
- We have started 2025-2027 negotiations with Principals, and will start with EEA, Paraprofessionals, Food Service, Integration Specialists and Education Directors in May and early June. We are hopeful that the DDWIAA 2023-2025 contract will come forward for approval at May's regular Board meeting as we are waiting on their membership to place a vote to accept.

Upcoming Changes/Improvements to the Department:

- In April, our Benefits Coordinator, Kinsey Klasnich, started meeting with Principals and other department leaders to discuss onboarding and retention processes. This is a minor shift in how we define "benefit" duties and follows our Recruitment and Retention Plan. As a result in this shift, we are revising the job description to include these and other Employee Engagement pieces.

Staffing Report:

- Certified Appointments - 1
- Certified Leaves - 5
- Certified Resignations - 2
- Certified Retirements - 2

Non-Certified Appointments - 6
Non-Certified Leaves - 5
Non-Certified Resignations - 13
Non-Certified Retirements - 5

Open Positions:

Certified:

Teachers (39)

Early Childhood (3)

Elementary (3)

High School (22)

Middle School (4)

Excel Middle School (1)

Special Education (4)

Adult Basic Education (1)

District Wide (1)

Non-Certified:

Administrative (2)

Child Nutrition (3)

Maintenance (8)

Master Electrician (1)

School Custodian I/II/III (3)

School Custodian I/II/III Float (1)

Second Shift Engineer II (2)

Substitute Maintenance (1)

Playground/Cafeteria Monitor (7)

Transportation (1)

School Bus Driver II (1)

Paraprofessionals (1)

American Indian Home School Liaison (1)

Certified Lifeguard (1)

Cultural Immersion Program Para (1)

Preschool Program Para (2)

Early Childhood SpEd Para (1)

Extended School Year Para (1)

SpEd Building Wide Para (4)

SpEd Program Para (1)

SpEd Student Specific Setting III Para (1)

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12		
School	Enroll	Gr 1-5															
Congdon Park 435	474.23	399.18	75.05	78.11	77.04	71.03	82.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Homecroft 475	450.48	373.45	77.03	69.02	76.01	75.02	76.17	77.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lakewood 500	254.01	212.01	42.00	34.00	43.00	50.01	46.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lester Park 510	512.01	438.01	74.00	81.01	99.00	76.00	91.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lowell 520	309.03	251.03	58.00	49.00	46.01	55.01	45.00	56.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lowell Sp Immersion 521	328.00	268.00	60.00	52.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
MacArthur 525	270.22	232.22	38.00	42.11	44.02	54.02	46.07	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Myers Wilkins 540	309.06	252.05	57.01	63.00	44.00	52.05	49.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Piedmont 550	386.00	315.00	71.00	75.00	68.00	59.00	61.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Stowe 565	237.02	200.02	37.00	45.00	44.00	36.00	37.02	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lincoln Middle 225	670.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.89	237.00	183.00	0.00	0.00	0.00	0.00		
Ordean East Middle 335	1073.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342.58	376.33	354.18	0.00	0.00	0.00	0.00		
AE Online 650	170.53	690 students							0	0.00	0.00	0.28	21.74	49.82	65.64	33.05	
Denfeld 215	901.46	46 Open Enrolled, 29 FT Residents, 615 PT Residents							0	0.00	0.00	0.00	247.14	238.60	242.06	173.66	
East 220	1386.68	average enrollment 0.25 or 2 classes							0.00	0.00	0.00	0.00	0.00	396.83	352.02	313.88	323.95
Merritt Creek Academy 81	84.00	35.00	3.00	2.00	7.00	8.00	13.00	5.00	5.00	12.00	8.00	12.00	6.00	2.00	1.00		
ALC 611	98.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	26.86	30.86	38.00		
Chester Creek Academy 575	27.00	15.00	0.00	2.00	2.00	5.00	4.00	2.00	0.00	3.00	1.00	3.00	3.00	2.00	0.00		
Rock Ridge Academy 580	46.00	13.00	3.00	0.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00	8.00	4.00	4.00	2.00		
Arrowhead Academy 605	19.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4.00	3.00	3.00	6.00	2.00		
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	22.00	5.00	0.00	0.00	1.00	1.00	2.00	1.00	3.00	2.00	5.00	1.00	3.00	3.00	0.00		
The Bridge 950	17.00	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	17.00		
Total:	8046.43	3008.97	595.09	592.25	613.08	606.14	605.26	592.24	605.47	635.33	559.46	695.71	686.30	669.44	590.66		

2024-2025
Month to Month Enrollment Changes by School

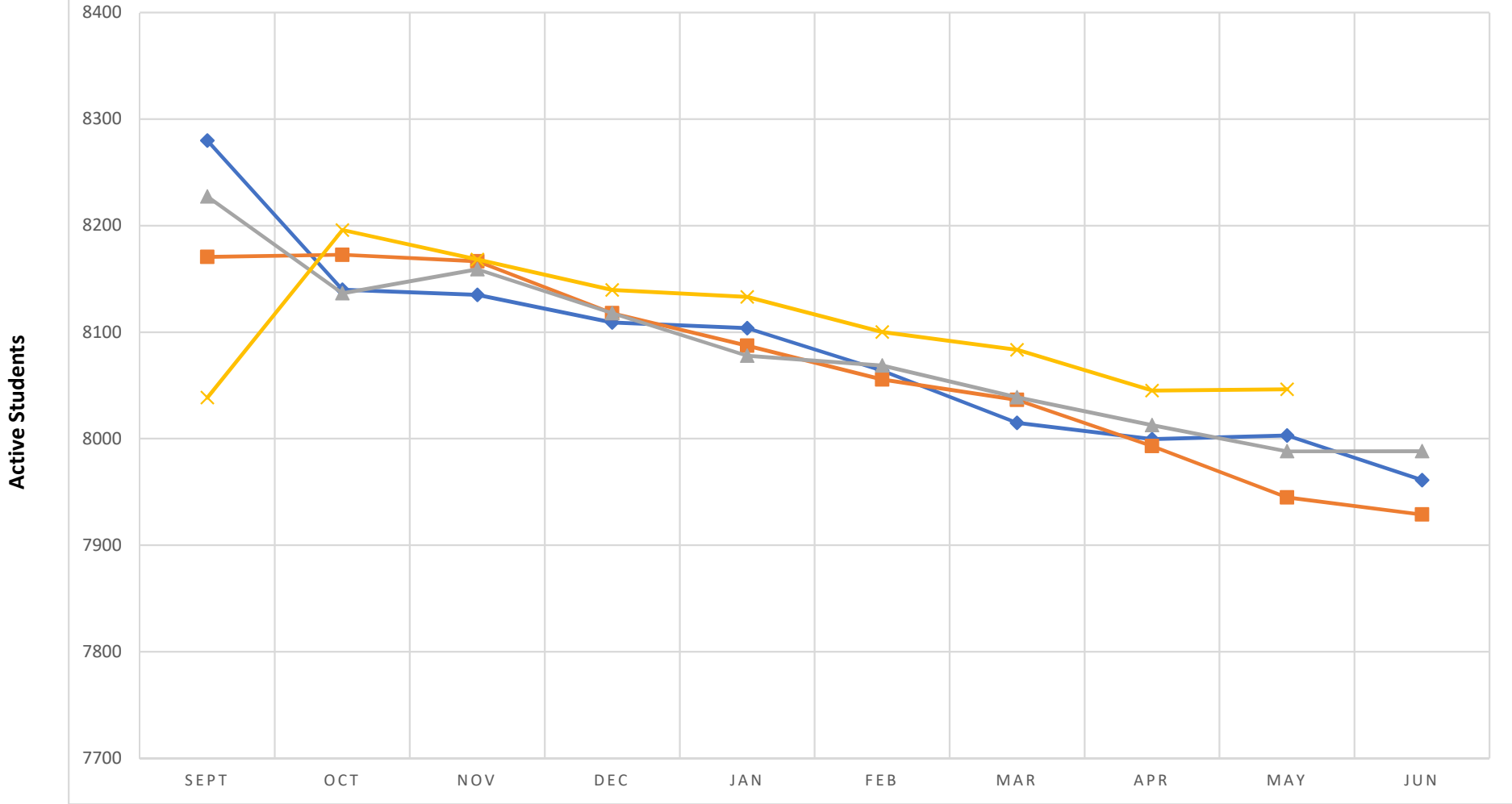
Month to Month	FROM	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM
2024-2025	May 2024	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Current Month-May 2024
Congdon Park 435	476.00	478.00	471.00	476.00	476.00	472.00	468.00	471.00	473.00	471.23	474.23	0.00	3.00		3.23	-3.77	-1.77
Homecroft 475	438.00	440.00	447.00	448.00	448.00	447.00	453.00	453.00	451.00	449.47	450.48	0.00	1.01		3.48	10.48	12.48
Lakewood 500	246.00	246.00	253.00	254.00	256.00	255.00	254.33	256.33	254.00	254.01	254.01	0.00	0.00		1.01	8.01	8.01
Lester Park 510	525.00	527.00	509.00	510.00	511.00	514.00	515.00	511.00	513.00	514.01	512.01	0.00	-2.00		3.01	-14.99	-12.99
Lowell 520	301.50	297.50	308.00	312.00	312.00	312.00	314.00	314.00	311.00	310.03	309.03	0.00	-1.00		1.03	11.53	7.53
Lowell Immersion 521	331.00	335.00	330.00	329.00	330.00	330.00	329.00	327.00	328.00	328.00	328.00	0.00	0.00		-2.00	-7.00	-3.00
MacArthur 525	285.00	283.00	251.00	254.00	260.00	259.00	259.00	266.00	271.00	267.22	270.22	0.00	3.00		19.22	-12.78	-14.78
Myers Wilkins 540	308.00	307.00	307.00	317.00	309.00	309.00	312.00	313.14	311.15	307.06	309.06	0.00	2.00		2.06	2.06	1.06
Piedmont 550	396.00	395.00	388.00	394.00	391.00	393.00	394.00	396.00	392.00	389.00	386.00	0.00	-3.00		-2.00	-9.00	-10.00
Stowe 565	226.00	227.00	231.00	229.00	226.00	227.00	231.00	231.00	231.00	233.02	237.02	0.00	4.00	7.01	6.02	10.02	11.02
Lincoln Middle 225	617.50	612.35	664.00	674.00	672.28	677.28	673.05	672.87	671.61	667.11	670.89	0.00	3.78		6.89	58.54	53.39
Ordean East Middle 335	1096.85	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	1082.86	1077.86	1075.09	1073.09	0.00	-2.00	1.78	-5.46	-22.16	-23.76
AE Online 650	178.63	179.76	81.37	123.51	122.08	138.29	136.56	186.56	183.79	172.39	170.53	0.00	-1.86		89.16	-9.23	-8.10
Denfeld 215	899.25	902.60	949.90	994.41	978.69	959.46	952.33	928.03	918.82	914.38	901.46	0.00	-12.92		-48.44	-1.14	2.21
East 220	1384.70	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	1388.36	1387.08	1382.36	1386.68	0.00	4.32	-10.46	-121.90	0.23	1.98
Merritt Creek Academy 81	83.85	81.85	69.00	74.71	79.71	81.00	84.00	86.74	88.00	87.00	84.00	0.00	-3.00		15.00	2.15	0.15
ALC Seat Based 611	75.55	71.55	73.86	88.58	87.86	85.00	86.01	88.01	94.86	100.72	98.72	0.00	-2.00		24.86	27.17	23.17
Chester Creek Academy 575	31.00	32.00	27.00	31.00	31.00	30.00	29.00	31.00	32.00	28.00	27.00	0.00	-1.00		0.00	-5.00	-4.00
WHA RRA 580	38.21	35.18	34.00	36.00	39.00	40.00	44.00	37.00	40.00	40.00	46.00	0.00	6.00		12.00	10.82	7.79
Arrowhead Academy 605	15.00	18.00	17.00	18.00	15.00	14.33	11.00	14.33	13.33	13.00	19.00	0.00	6.00		2.00	1.00	4.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-0.25	-0.25	-0.25
Hospitals 630	20.00	22.66	15.00	17.00	13.00	16.00	11.00	25.00	20.00	22.00	22.00	0.00	0.00		7.00	-0.66	2.00
The Bridge 950	14.85	14.85	25.00	25.00	24.00	24.00	23.00	21.00	21.00	20.00	17.00	0.00	-3.00	3.00	-8.00	2.15	2.15
Total:	7988.14	7988.25	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	8046.43	0.00		1.33	7.92	58.18	58.29
Change			50.26	157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	1.33	0.00					
Adult Learners				541.00	588.00	652.00	750.00	841.00	881.00	974.00	1013.00		39.00				

2024-2025
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	114.00	258.00	269.00	290.90	307.90	335.33	356.49	366.64	386.05	0.00	19.41		272.05	298.26
PK	0.00	59.00	73.00	73.10	72.10	70.67	71.51	71.36	71.95	0.00	0.59	20.00	71.95	62.52
KA	140.00	143.00	142.00	142.00	143.00	147.00	146.00	145.09	152.09	0.00	7.00		12.09	144.46
KG	436.25	448.00	448.00	448.00	447.00	450.00	448.00	446.00	443.00	0.00	-3.00		6.75	446.03
1	585.00	587.00	591.00	590.00	592.00	594.00	592.00	592.25	592.25	0.00	0.00		7.25	590.61
2	610.00	614.00	616.00	612.00	615.00	615.00	616.00	612.07	613.08	0.00	1.01		3.08	613.68
3	599.00	605.00	601.00	605.00	605.33	603.33	602.15	601.14	606.14	0.00	5.00		7.14	603.12
4	604.00	608.00	609.00	603.00	607.00	608.14	612.00	609.26	605.26	0.00	-4.00		1.26	607.30
5	579.00	586.00	583.00	585.00	590.00	597.00	592.00	591.24	592.24	0.00	1.00		13.24	588.39
6	606.41	611.41	612.41	616.41	609.28	608.28	608.13	603.26	605.47	0.00	2.21	9.22	-0.94	609.01
7	626.00	641.00	633.94	639.94	641.94	638.90	638.90	633.33	635.33	0.00	2.00		9.33	636.59
8	551.28	551.28	554.95	550.95	551.85	556.14	556.14	555.46	559.46	0.00	4.00	6.00	8.18	554.17
9	680.99	698.28	692.28	696.00	694.57	696.58	697.01	700.00	695.71	0.00	-4.29		14.72	694.60
10	663.81	697.57	693.82	694.10	692.43	694.61	695.90	688.01	686.30	0.00	-1.71		22.49	689.62
11	686.87	724.99	717.41	697.26	690.27	678.85	676.10	673.38	669.44	0.00	-3.94		-17.43	690.51
12	669.90	680.39	673.42	659.98	653.41	612.40	603.17	594.61	590.66	0.00	-3.95	-13.89	-79.24	637.55
K 12 Total:	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	8046.43	0.00	1.33	1.33	7.92	8105.63
Change		157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	1.33	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH

21-22 22-23 23-24 24-25



ISD 709 ACTIVE ENROLLMENT BY MONTH





Child Nutrition Report for May 2025 School Board Meeting Highlighting April 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	05.12.2025
Regular Board Meeting:	05.20.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Celebrated School Lunch Heros day on **May 2, 2025** with our 83 employees

Upcoming Changes/Improvements to the Department:

- Began serving hot lunches again at the Area Learning Center on 5/5/25

Staffing Report:

- Working on staffing for our summer meals programs and anticipate enough employees looking to work for the summer to cover the openings

Stats in the Spotlight:

- Year to date meal reports are included with this report.

**Additional Department Attachments to Follow this Report on Board Book

Monthly counts 2024 2025	Breakfast										TOTALS	Daily Average
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		
Congdon	2014	2237	2194	1715	2035	1424	2191	2069			15879	110
Denfeld	3568	4330	3784	2997	3619	2848	4003	3525			28674	199
East High	4171	4834	4194	3209	3807	3154	4591	4197			32157	223
Homecroft	2691	3040	2706	2052	2647	2010	3019	2673			20838	145
Lakewood	1906	2035	1908	1553	1862	1362	2046	1756			14428	100
Lester Park	2758	3240	2883	2206	2858	1972	2847	2809			21573	150
Lincoln park Middle	3581	4273	3789	3385	3870	3121	4488	4112			30619	213
Lowell	5091	6988	6637	4363	5553	4162	6184	8778			47756	332
Laura Macarthur	3547	2729	3269	2717	3266	2480	3512	3136			24656	171
Myers-Wilkins	3388	3559	3097	2407	3887	2282	3110	2757			24487	170
Ordean/East Middle	2464	3122	2625	2076	2265	1759	2640	2316			19267	134
Piedmont	5707	5489	4619	3712	440	3297	4494	4212			31970	222
Rockridge	435	384	416	352	4449	320	503	480			7339	51
Stowe	3165	3357	2797	2415	160	2251	3182	2892			20219	140
ALC	236	271	220	140	155	103	134	126			1385	10
	44722	49888	45138	35299	40873	32545	46944	45838	0	0	341247	2371
	Lunch											Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	6426	6800	6140	5149	6242	4718	6832	6175			48482	337
Denfeld	10485	10449	9042	7433	9128	6847	9372	8746			71502	497
East High	10680	12267	10578	9298	11711	8771	12221	11065			86591	601
Homecroft	6524	6939	6136	5321	6528	4893	6879	6260			49480	344
Lakewood	3580	3927	3325	3178	3610	2668	3754	3286			27328	190
Lester Park	7101	7738	7046	6024	7065	5334	7274	7149			54731	380
Lincoln park Middle	9659	9505	8214	6873	8141	6059	8998	8009			65458	455
Lowell	9358	10118	8898	7456	9333	6906	9783	5345			67197	467
Laura Macarthur	4132	4244	3785	3107	3889	2903	4052	3760			29872	207
Myers-Wilkins	5222	5322	4565	3826	4730	3717	5085	4542			37009	257
Ordean/East Middle	13664	13504	11187	10531	12827	9931	13853	12344			97841	679
Piedmont	6871	5645	5724	4702	5749	4307	5995	5505			44498	309
Rockridge	490	498	522	400	546	368	587	572			3983	28
Stowe	3340	3587	3154	2603	3311	2441	3448	3108			24992	174
ALC	471	458	484	279	268	261	389	207			2817	21
											711781	4943
Supper	0	1184	987	960	1124	788	1118	1081			7242	55
Harbor City	1611	1784	1570	1274	1408	1243	1455	1401			11746	82
	99614	103969	91357	78414	95610	72155	101095	88555	0	0	1442550	10024
Head Start												
	Breakfast											
Congdon	19	73	50	57	72	60	75	127			533	
Homecroft	38	150	137	114	159	98	142	84			922	
Lester Park	45	135	97	113	143	91	141	195			960	
Lowell	88	385	353	266	344	239	361	341			2377	
Laura Macarthur	39	368	299	262	377	256	164	283			2048	
Myers-Wilkins	157	710	616	503	697	474	596	557			4310	
Piedmont	47	265	233	221	255	191	269	278			1759	
Stowe	25	144	129	107	170	113	151	147			986	
	458	2157	1864	1586	2145	1462	1824	1885	0	0	13895	
Head Start												
	Lunch											
Congdon	38	150	99	113	136	109	135	138			918	
Homecroft	38	149	137	114	171	98	142	127			976	
Lester Park	26	249	185	192	242	159	237	181			1471	
Lowell	88	1154	353	266	343	237	360	341			3142	
Laura Macarthur	38	375	385	264	384	259	325	354			2384	
Myers-Wilkins	157	710	616	503	670	474	597	557			4284	
Piedmont	59	380	353	365	372	260	411	409			2609	
Stowe	25	141	118	102	157	113	138	137			931	
	469	3158	2147	1806	2339	1600	2210	2106	0	0		
AFTERSCHOOL SNACK												
Congdon	2030	2188	1905	1590	2022	2071	1980	1821			15607	
Lincoln park Middle	667	926	910	728	1111	616	1273	1049			7280	
Lowell	2153	2486	2148	1775	2057	1728	2354	2017			16718	
Laura Macarthur	322	615	456	384	690	305	450	390			3612	
Myers-Wilkins	319	578	608	449	446	628	905	866			4799	
Piedmont	912	553	757	721	746	645	917	842			6093	
Stowe	450	490	473	356	429	326	471	446			3441	
	6853	7836	7257	6003	7501	6319	8350	7431	0	0		
Total meals/snacks	152,116	167,008	147,763	123,108	148,468	114,081	160,423	145,815	-	-	1,158,782	
Days of service	20	20	18	15	19	14	20	18				144
Average meals per c	7,606	8,350	8,209	8,207	7,814	8,149	8,021	8,101	#DIV/0!	#DIV/0!		
2023 2024 school year												
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946	
Days of service	19	20	20	14	20	16	18	17	22	3		172
Average meals per day	6.676	8.358	8.362	7.980	8.268	8.174	7.991	8.064	8.241	6.520		

Facilities Report for May 2025 School Board Meeting Highlighting April 2025 Activities



Department: Facilities
HR|Business Services Committee: 05.12.2025
Regular Board Meeting: 05.20.2025
Report Prepared By: Jeremy DeGraef

Manager's Minutes:

- Working on getting all of the bids completed and reviewed for all of the Districts summer projects. Scope of work and working documents should be in place for the start of the summer work schedule.
- Work orders Completed 221 Work Orders in que 283

What We're Working On:

- East High School: Front entryway repairs. Bedrock Flint
- DNT: buildout for Mechanical, Electrical, plumbing and Elevator.
- Possible additional Fencing install at Myers Wilkins playground. Century Fence.
- Lowell Exterior envelope repairs proceeding.
- East High School: Storm Sewer inspection and Maintenance PO. Northland Construction.
- Conditional Use Permit with City of Duluth for Myers Wilkins guardrail.
- Myers Wilkins: classroom build outs. Holm Construction, Jamar
- Denfeld: Walt Hunting Stadium Press Box floor repair. Johnson Carpet & Flooring
- CTE East High School Manufacturing space development. DSGW.
- East High: School Weight Room expansion. Holm Construction
- Denfeld Cafeteria Terrazzo floor repairs by WTG flooring.
- DSC: Transportation building Expansion.
- Myers Wilkins: New Chiller installation. Johnson Controls
- East parking lot resurfacing.
- Denfeld: clock tower heating installation. Benson Electric
- Denfeld: Auditorium handrails upper level rebuild. Jamar
- Rockridge: roof damage repair, AW. Kuettel.
- Lincoln Park Keyed Elevator switches installed. TK Elevator

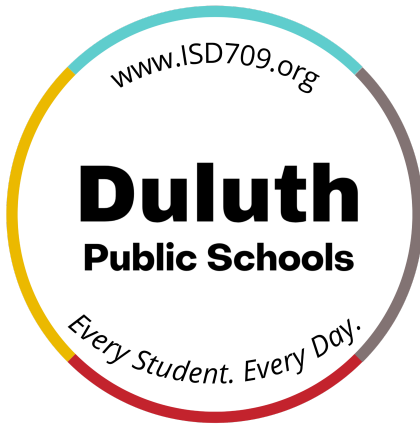
Upcoming Changes/Improvements to the Department:

- No new changes

Staffing Report:

- Mark Jazdezewski retired from the Utilities Department.

Facilities Report for May 2025 School Board Meeting Highlighting April 2025 Activities



Department:	Facilities
HR Business Services Committee:	05.12.2025
Regular Board Meeting:	05.20.2025
Report Prepared By:	Corey Karren

Manager's Minutes:

The District's Facilities Building Operations team is composed of many valuable employees, and I would especially like to recognize the efforts of the East High School Building Operations staff. Notably, they have only been fully staffed for one week during the 2024-2025 academic year. Nevertheless, they consistently demonstrate their commitment by ensuring the building is clean and well-maintained to support all activities. I wish to express my sincere appreciation to the entire staff at East.

Thanks... Barb Chop, Jack Davis, Grainger Scherer, Ryan Zentgraf, Rian Haryu, Sierra and Nicholas Murray.

What We're Working On:

- Updated cleaning schedule to help buildings when they are short.
- Proactively initiating summer cleaning to ensure buildings are fully prepared for Summer School, Community Education, KeyZone, and other summer programs.
- Replacing the scrubber at Stowe. The one they had, the onboard computer died.

Upcoming Changes/Improvements to the Department:

- Implementing a monthly meeting with building engineers to provide ongoing training and facilitate collaborative discussions regarding building needs and operational challenges.
- Conducting a comprehensive review of current product usage to identify and implement cost-effective solutions for the district.

Staffing Report:

- We were successfully filling a couple of custodian openings, but continuing to face challenges as we have lost a couple custodians and have some out on long term medical. Still not getting any interest in recruiting and filling Licensed Second Shift 2 Engineer positions.
- Current open positions: Second Shift Engineer II at East HS, Second Shift Engineer II at Lincoln Park MS, Second Shift Engineer II at Ordean MS, Homecroft/Ordean Split Custodian, Lincoln Park Custodian, and two Floating Custodians.

Safety Report for May 2025 School Board Meeting Highlighting April 2025 Activities



Department: Safety
HR|Business Services Committee: 05.12.2025
Regular Board Meeting: 05.20.2025
Report Prepared By: Lexie Neff, CSP

What We're Working On:

- **Audits & Inspections**
 - "Safe at Work" anonymous survey summary is being put together.
 - Denfeld Automotive lift inspections started - finished
 - Asbestos identification survey at 1st St building completed - cleanup in progress.
 - Respirable dust testing completed at East HS Wood shop - working with the teacher and insurance company safety representative to find possible solutions.

- **Regulatory Reporting**
 - 2024 hazardous waste reports submitted for all sites

- **Systems & Technology Updates**
 - Radio repeater updates/install at Lincoln Park Middle School complete
 - Radio repeater updates/install at East High School to begin after Lincoln Park is completed.

- **Training**
 - None in April

- **Chemical and Hazardous Waste Disposal**
 - None in April

- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 11/56 (2%)
 - Documents at final draft stage:
 - Lead Paint Management
 - Bloodborne Pathogens
 - Policy 903 (Policy 1080 & 6025)
 - Policy 807 (Policy 5145)
 - Policy 407 & 407R
 - Respiratory Protection
 - Documents Finished Recently
 - Automotive lift safety

- **School Crisis Prevention**
 - Instruction documents to assist with new Policy 806 procedures in progress.

- Training video for families and staff about reunification is in final review. It will be ready for roll out next school year.

Stats in the Spotlight:

- **Current OSHA rate is 5.93, this means that ~6 out of every 100 full time workers are being injured more seriously than just receiving first aid.**
 - The 2023 national average recordable rate for “elementary and secondary schools” was 2.9 - We’re currently double that.
 - The 2023 Minnesota average recordable rate for “elementary and secondary schools” was 1.8 - We’re currently over triple that.
- **Injury and Incident Statistics (2025 District summary as of 5/9/25)**
 - **OSHA recordable rate (TRIR) (Goal ≤ 1.0): 5.93**
 - Total OSHA recordable cases: 21
 - First aid only injuries: 43
 - Hazard reports: 10

Technology Report for May 2025 School Board Meeting Highlighting April 2025 Activities



Department: Technology
HR|Business Services Committee: 05.12.2025
Regular Board Meeting: 05.20.2025
Report Prepared By: Peter Graves

Manager's Minutes:

- We are preparing for the transition from the end of one school year to the start of the next. Summer projects will be on their way starting June 9th.
- We had a successful Table Talk meeting on Cyber Security. It was important to connect different departments to activate robust collaboration.

What We're Working On:

- Working on Network improvements with our newly purchased equipment.
- Conducted table talks aimed at cyber security measures. Conversations of improvement and awareness to follow.

Upcoming Changes/Improvements to the Department:

- We purchased a few more chromebooks to supplement the inventory for next year. After next year, decisions will be needed for future 1:1 chromebook usage.

Staffing Report:

- Hired a replacement Field Technician position starting July 1st.

Stats in the Spotlight:

- Policy Blocked sites (Filter 1) - 2,823,310 (April)
This is the number of times a site is blocked based on the policy set for one of our filters.



Transportation Report for May 2025 School Board Meeting Highlighting April 2025 Activities

Department:	Transportation
HR Business Services Committee:	05.12.2025
Regular Board Meeting:	05.20.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- As the school year comes to a close we are working on summer routes and the next school year, from the planning through the execution all while still making sure the buses keep moving students to and from school daily.

What We're Working On:

- We are about to start planning our summer routes. We have started our testing on using our software for field trips, which will increase our efficiency and communication in servicing these trips.

Upcoming Changes/Improvements to the Department:

- We have some upcoming training on student behavior management and refreshers for all of the drivers on pretripping their buses.

Staffing Report:

- Things have been getting better as our new trainees move through the program, one has completed training and has his license, we have three more that are in various stages of training. Our mechanics along with the office staff are able to stay in the building almost every day now.

Stats in the Spotlight:

- We are currently transporting more than 6,500 students to and from school, work experience and CTE programs.

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
Denfeld	Wheeler and associates	\$500.00		This is a sponsorship for Legally Blonde the Musical they're already in our programs and receiving a credit on stage for their support!
Districtwide	Emily Farr - Duluth Chick-fil-A	In-kind	Teacher Appreciation 781 coupons	A coupon for a free small catering tray was given to each teacher in the district in honor of Teacher Appreciation Week
East	Grandma's Saloon and Grill	\$500.00	HOSA	
East	Minnesota Power	\$500.00	HOSA	
East	Twin Ports Dermatology	\$500.00	HOSA	
East	Northern Lakes Chiropractic	\$100.00	HOSA	
East	Airport Animal Hospital	\$100.00	HOSA	
East	Arrowhead Orthodontics	\$200.00	HOSA	
East	Carlson Orthodontics	\$100.00	HOSA	
East	Port City Dental	\$100.00	HOSA	
East	Piedmont Dental	\$100.00	HOSA	

East	Chester Creek Dental	\$100.00	HOSA	
East	Gregorich & Matak Family Dental	\$100.00	HOSA	
East	Mount Royal Dental	\$100.00	HOSA	
East	Blue Pearl Vet Hospital	\$200.00	HOSA	
East	Duluth Chiropractic Clinic PA	\$50.00	HOSA	
East	Chiropractic Health Center	\$50.00	HOSA	
East	ChiroWay of Duluth	\$50.00	HOSA	
East	Chester Creek Chiropractic	\$50.00	HOSA	
East	Dermatology Duluth	\$100.00	HOSA	
East	Duluth med spa	\$50.00	HOSA	
East	Destination fitness	\$50.00	HOSA	
East	North Shore Bank Of Commerce	\$100.00	HOSA	
East	Wells Fargo Bank	\$100.00	HOSA	
East	U.S. Bank Branch	\$100.00	HOSA	
East	Dougherty accounting	\$50.00	HOSA	
East	Dougherty Veterinary	\$50.00	HOSA	

	Clinics			
East	Dougherty funeral home	\$50.00	HOSA	
East	YMCA	\$50.00	HOSA	
East	Super One	\$100.00	HOSA	
East	Duluth Playhouse	\$100.00	HOSA	
East	Ecumen	\$100.00	HOSA	
East	Benedictine Living	\$50.00	HOSA	
Headstart	Jane Killough	\$50.00	Head Start Transportation	
Homecroft	Charities Aid Foundation America	\$200.00		
Lincoln Park	DonorsChoose	In-kind		Ms. Wilkins received 6 Wobble Chairs for her classroom
Lincoln Park	Amy Entzminger	\$1,000.00	\$200 each for 6th, 7th, 8th field trips/enrichments \$200 School Community Panty \$200 One book one day program	
Lincoln Park	Betty Suliin	\$25.00	8th grade donation	Betty Suliin is the mother of 8th grade LPMS team Ahna Suliin
Lincoln Park	Barbara J. Suliin	\$25.00	8th grade donation	Barbara Suliin is the grandmother of 8th grade teacher at LPMS Ahna Suliin
Lincoln Park	Kalyn Carmody-Klein	In-kind - art supplies. Pens,marker s,crayons, colored		Very large donations of art supplies to be used school wide

		pencils		
Lincoln Park	Jessica Gfeller	\$25.00	6th Grade Educational Enrichments	
Lincoln Park	Marylee Murphy	\$50.00	6th grade Ft Snelling field trip	
Lincoln Park	Laura Weeks	\$20.00	6th grade trip to Ft Snelling	
Lincoln Park	Jenn Moses	\$25.00	6th Grade Educational Enrichments	
Lincoln Park	Hattie Maruska	\$75.00	7th Grade Educational Enrichments	
Lincoln Park	Linda Salisbury	\$100.00	6th grade Ft Snelling field trip	
Lincoln Park	Kathryn Drengler	\$100.00	6th Grade Educational Enrichments	Impressed with Teachers, Programs and facility
Lincoln Park	Rachael Stigsell	\$5.00	6th Grade Educational Enrichments	
Lincoln Park	Cassie Wirth	\$50.00	6th Grade Educational Enrichments	
Lincoln Park	Andrea Finke	\$50.00	6th Grade Educational Enrichments	
Lincoln Park	Cody Morrow	\$50.00	6th Grade Educational Enrichments	Happy to help with some of the “extras”, and so proud LPMS makes those possible
Lincoln Park	Cody Morrow	\$50.00	One Book One Day	Happy to help with some of the “extras”, and so proud LPMS makes those possible
Lincoln Park	Jessica Lehet	\$50.00	7th Grade Educational	Keep up the great work. In Memory

			Enrichments	of Tyler Bandelin
Lincoln Park	Jessica Lehet	\$25.00	Community School Pantry	Keep up the great work. In Memory of Tyler Bandelin
Lincoln Park	Jessica Lehet	\$25.00	One Book One Day	Keep up the great work. In Memory of Tyler Bandelin
Lincoln Park	Rachel Menor	\$34.00	6th Grade Educational Enrichments	
Lincoln Park	Christopher Johnson	\$25.00	6th Grade Educational Enrichments	

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Project Joy	Samantha Webster	Duluth Preschool	\$1,000.00	Supplemental \$ food for family events and library collaboration
ICCOD	Angie Lussier	Ordean East/Special Education Teacher	\$1,531.75	This is a field trip for special education students to attend a Duluth huskies baseball game

HUMAN RESOURCES ACTION ITEMS FOR: MAY 20, 2025

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
STRAND, JOHN C	SPED EBD TEACHER/EAST, (BA) III 8, 1.0, JOHNSTON D. RETIRED	04/07/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
CARLAND, DANIEL J	SPED ELEM RESOURCE - PIEDMONT-REVISED DATES	04/24/2025 05/09/2025
DOWNEY, ASHLEY M	SPED SOCIAL WORKER-HOMECROFT ES	06/04/2025 06/13/2025
HOOPER, NATALIE R	VISUAL ARTS TEACHER/ORDEAN EAST	08/25/2025 10/31/2025
LEISCHKE, LAUREN E	SPED ELEM SETTING III/IV - LESTER PARK ES	08/25/2025 10/13/2025
SEPPANEN, VANESSA R	SPED SPEECH LANG PATHOLOGIST- DW	04/30/2025 06/12/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
NESTOR, FAITH E	PRE K - PIEDMONT ES	06/06/2025
PECK, ANNALISE C	GRADE K - LAURA MAC ES	06/06/2025
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
LONG, CATHERINE G	PAWS PROGRAM COORD - DENFELD HS	06/06/2025
NILSEN JOHNSON, DEBORAH A	TEACHER SPED ELEMENTARY RESOURCE - PIEDMONT ELEMENTARY	6/6/2025
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BERG, JAMIE L	HOURLY MONITOR/HOMECROFT, UP TO 23 HRS/38WKS, \$15.00/HR	04/21/2025
BROMAN, JANEL M	HOURLY MONITOR/HOMECROFT, UP TO 23HRS/38WKS, \$15.00/HR,	04/16/2025
MURRAY, NICHOLAS E	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR, DAVIS J.	04/28/2025
NINE, ALICIA A	CUSTODIAN I/LAURA MACARTHUR, DENFELD, 40/52WKS, \$17.52/HR. GJERDAHL J.	05/05/2025
PLOURDE, JULIE A	BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.90/HR, SAMUELSON W.	04/28/2025
VEZINA, SCOTT E	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.08/HR	04/28/2025
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
KARON, MARIA M	CHILD NUTRITION ELEM MGR - PIEDMONT ES	04/30/2025 06/25/2025
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DSC	04/18/2025 07/18/2025
ROE, BREANNA L	HEALTH ASST LPN PARA - LINCOLN PARK MS	08/25/2025 02/25/2026
SIMPSON, LARA M	SPED LPN PROG PARA - DENFELD HS	05/05/2025 06/05/2026
WALDRIFF, TRACY L	DULUTH PRE K PROG PARA - LESTER PARK ES	05/12/2025 06/09/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	06/06/2025
GISSENDANNER, JOHN O	SCHOOL CUSTODIAN 1 - DENFELD HS	05/02/2025
HARYU, RIAN A	SCHOOL CUSTODIAN 1 - EAST HS	04/25/2025
JOHNSON, GRACE A	SPED PROG PARA SETTING III/IV - MYERS WILKINS ES	06/06/2025
MILLER, JACOB L	SCHOOL CUSTODIAN 1 - LINCOLN PARK MS	04/16/2025
NELSON, EMILY A	SPED BW PARA - LESTER PARK ES	04/30/2025
OTWAY, JACKIE A	READING AND LANG. ARTS COORD - DSC	07/18/2025
POTTS, MEGAN R	SPED CHILD SPECIFIC SETTING III/IV - DENFELD HS	06/06/2025
ROSS, ELIZABETH S	SPED BW PARA - MYERS-WILKINS ES	05/09/2025
SANDERS, TERI A	DULUTH PRE SCHOOL PROG PARA - MYERS-WILKINS ES	06/06/2025
SATHER, LUZ M	CHILD NUTRITION ASST - DW	04/30/2025
WALKOWIAK-OLSON, DEANA M	OSSS - LINCOLN PARK MS	06/06/2025
ZENTGRAF, RYAN J	SCHOOL CUSTODIAN 1 - EAST HS	05/09/2025
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDREWS, LINDA S	CHILD NUTRITION ASST - PIEDMONT ES	06/05/2025
BUETTNER, MOLLY T	SPED PROG PARA SETTING III/IV - ROCKRIDGE	06/06/2025
FRONCKIEWICZ, CHERYL L	SPED PROG PARA SETTING III/IV - ORDEAN-EAST MS	06/06/2025
HUGHES, KRISTEN K	OSSI - LINCOLN PARK MS	09/12/2025
VANDELL, BRENDA M	OSS ECSE - DW	06/06/2025

HUMAN RESOURCES ACTION ITEMS FOR: MAY 20, 2025

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<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
NESTOR, FAITH E	PRE K - PIEDMONT ES	06/06/2025
PECK, ANNALISE C	GRADE K - LAURA MAC ES	06/06/2025
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
LONG, CATHERINE G	PAWS PROGRAM COORD - DENFELD HS	06/06/2025
NILSEN JOHNSON, DEBORAH A	TEACHER SPED ELEMENTARY RESOURCE - PIEDMONT ELEMENTARY	6/6/2025
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
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VEZINA, SCOTT E	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.08/HR	04/28/2025
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
KARON, MARIA M	CHILD NUTRITION ELEM MGR - PIEDMONT ES	04/30/2025 06/25/2025
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DSC	04/18/2025 07/18/2025
ROE, BREANNA L	HEALTH ASST LPN PARA - LINCOLN PARK MS	08/25/2025 02/25/2026
SIMPSON, LARA M	SPED LPN PROG PARA - DENFELD HS	05/05/2025 06/05/2026
WALDRIFF, TRACY L	DULUTH PRE K PROG PARA - LESTER PARK ES	05/12/2025 06/09/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	06/06/2025
GISSENDANNER, JOHN O	SCHOOL CUSTODIAN 1 - DENFELD HS	05/02/2025
HARYU, RIAN A	SCHOOL CUSTODIAN 1 - EAST HS	04/25/2025
JOHNSON, GRACE A	SPED PROG PARA SETTING III/IV - MYERS WILKINS ES	06/06/2025
MILLER, JACOB L	SCHOOL CUSTODIAN 1 - LINCOLN PARK MS	04/16/2025
NELSON, EMILY A	SPED BW PARA - LESTER PARK ES	04/30/2025
OTWAY, JACKIE A	READING AND LANG. ARTS COORD - DSC	07/18/2025
POTTS, MEGAN R	SPED CHILD SPECIFIC SETTING III/IV - DENFELD HS	06/06/2025
ROSS, ELIZABETH S	SPED BW PARA - MYERS-WILKINS ES	05/09/2025
SANDERS, TERI A	DULUTH PRE SCHOOL PROG PARA - MYERS-WILKINS ES	06/06/2025
SATHER, LUZ M	CHILD NUTRITION ASST - DW	04/30/2025
WALKOWIAK-OLSON, DEANA M	OSSS - LINCOLN PARK MS	06/06/2025
ZENTGRAF, RYAN J	SCHOOL CUSTODIAN 1 - EAST HS	05/09/2025
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDREWS, LINDA S	CHILD NUTRITION ASST - PIEDMONT ES	06/05/2025
BUETTNER, MOLLY T	SPED PROG PARA SETTING III/IV - ROCKRIDGE	06/06/2025
FRONCKIEWICZ, CHERYL L	SPED PROG PARA SETTING III/IV - ORDEAN-EAST MS	06/06/2025
HUGHES, KRISTEN K	OSSI - LINCOLN PARK MS	09/12/2025
VANDELL, BRENDA M	OSS ECSE - DW	06/06/2025

Employee Benefits and Engagement Coordinator

<p><u>Title of Immediate Supervisor:</u> Executive Director of Human Resources</p>	<p><u>Department:</u> Human Resources</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Human Resources Benefits Assistant</p>		<p><u>Pay Grade Assignment:</u> Executive Employees Association, Pay Level II</p>

General Summary or Purpose Of Job:

This role administers, maintains and evolves the District’s comprehensive employee benefits and health & wellness programs, ensuring optimal support for past, present and future employees. The Employee Benefits and Engagement Coordinator manages these programs in accordance with plan documents, labor agreements, and state and federal laws. A key focus is the development, implementation, and ongoing management of a robust employee onboarding program designed to effectively integrate new hires and foster early engagement. This position will also develop and lead broader employee engagement initiatives to cultivate a positive, connected, and thriving work environment. The Coordinator develops and aligns both benefits and engagement strategies with the organization’s goals, ensuring the district is positioned to attract, motivate, and retain talent. Working with senior leadership, this role aligns benefits and rewards strategy to best represent school district needs, values and budget.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)
1.	<p>Provides oversight for the administration all benefit plans(health, dental, vision, life insurance, long-term disability , FSA, HRA), ensuring compliance with plan documents, labor agreements, and legal regulation. Guides the Benefits Assistant in the accurate and efficient execution of daily administrative tasks. Reviews and approves complex or exception-based enrollments, changes in status and benefits terminations that fall outside the Benefit Assistant’s scope. Oversees the accurate processing of payroll benefits and deductions and the invoicing of non-active employees. Cultivates and maintains relationships with vendors, insurance carriers, and union representatives, addressing high-level concerns. Leads the proposal of benefit plan changes, calculating potential savings and analyzing long-term impact . Oversees the review and amendment of insurance contracts, ensuring favorable terms and compliance. Analyzes utilization reports. Researches new benefit options to maintain a competitive and valuable employee package. Develops and implements overarching District policies related to employee benefits.</p>

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2. Develops and directs the overall strategy for internal and external benefits communications, ensuring clarity, accuracy and accessibility of information. Approves all critical carrier communications. Provides guidance and support to the Benefits Assistant in responding to employee, retiree and vendor inquiries, establishing communication protocols and addressing complex issues. Serves as the primary point of contact for escalated and complex benefit questions and claim problems, providing guidance and resolution. Ensures the new employee orientation includes a comprehensive and engaging overview of benefits information, workers' compensation, and relevant policies. Oversees Employee Assistance Program, ensuring its effectiveness and promoting its utilization. Promotes District's Flex Plan and HRA Plan through communication initiatives. Provides direction for retirement information sessions, ensuring comprehensive and timely information on options, pension and benefits. Reviews, updates and publishes benefits related information on district's website, ensuring accuracy and ease of access.
3. Provides oversight for benefit reconciliations ensuring accuracy and accountability. Requests corrections to carriers in accordance with applicable contracts. Reviews and approves complex or policy-related adjustments for payroll benefits/deductions or invoices. Responsible for accuracy of insurance expenditures and provides projections for budgeting. Actively participates in financial audits, providing explanations and justifications. Oversees the accuracy of monthly invoicing for retirees and cobra participants.
4. Provides oversight and policy guidelines for the administration of medical leaves, ensuring compliance with FMLA and other relevant regulations. Guides the Benefits Assistant in the accurate processing of leave requests and documentation, Reviews and makes determinations on complex or escalated FMLA eligibility cases. Coordinates with appropriate staff for leave management, return-to-work processes and/or accommodations. Administers Long Term Disability enrollment process, ensuring compliance and effective communication.
5. Provides oversight for the accurate and timely processing of retirements, resignations and terminations, ensuring compliance with all related regulations and the accurate administration of COBRA, HCSP and/or TRA/PERA documentation.
6. Leads the planning and implementation of annual open enrollment processes. Creates all open enrollment materials, and communications pertaining to plan elections and changes. Addresses complex employee questions and provides counseling on benefit options during open enrollment. Coordinates efforts of various departments to ensure a smooth and efficient open enrollment process.
7. Ensures the district's coverall Compliance with all relevant state and federal regulations, directing the Benefits Assistant in the accurate administration of related processes and documentation. Acts as the District's Privacy Officer, developing and providing training of supervisors and support staff to ensure district-wide compliance.

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8.	Leads all aspects of the Request for Proposal(RFP) process for benefit plans. Reviews requests for proposals, analyzes proposals, and participates in selection process with the Director of Human Resources . Requests amendments to contracts when necessary. Plans and implements conversions to new carrier and/or new plans.
9.	Provides oversight for the monitoring, processing and reporting of all employee leaves, ensuring accurate record-keeping and compliance. Provides interpretation of contractual leave policies to employees, administrators, and HR staff.
10.	Provides oversight for the management of all Worker’s Compensation claims, ensuring compliance and effective coordination with Risk Management Association (RAS) and the District’s Health & Safety Manager.
11.	Oversees the accurate calculation of severance packages, providing guidance and support to the Benefits Assistant. Personally addresses complex employees inquiries regarding severance and related retirement savings plans.
12.	Coordinates and participates in the labor management process for all labor groups as related to benefit offerings/options. Recommends contract language changes as needed.
13.	Develops, implements and manages the ongoing success of the district’s Health and Wellness program and any associated rewards, aligning it to broader employee engagement initiatives.
14.	Develops the strategic framework and oversees the District’s comprehensive onboarding program for all new employees, ensuring a positive and engaging initial experience. Creates high-level onboarding materials and provides guidance to staff as needed. Evaluates the effectiveness of the onboarding program and drives continuous improvement.
15.	Develops and leads the district-wide employee engagement strategy, designing and implementing key initiatives to foster a positive, inclusive, and connected work environment. Oversees communication plans, recognition programs, employee resource groups, and feedback mechanisms (surveys, etc.). Analyzes engagement data and drives action plans to improve employee morale and retention. Organizes strategic employee events and activities.

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

- Requires a minimum of a baccalaureate degree in human resources, business Administration, Organizational Development, Education or a closely-related field and five (5) years of progressively responsible experience in human resources, with a demonstrable focus on employee engagement and/or onboarding program development and implementation, and an understanding of benefits administration; OR an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work. Public sector or school district experience is preferred.

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Certification or Licensing Requirements: (prior to job entry)				
<ul style="list-style-type: none"> • Certified Employee Benefits Specialist (CEBS) preferred. • Certification as a Certified Employee Benefits Specialist (CEBS), SHRM Certified Professional (SHRM-CP), or SHRM Senior Certified Professional (SHRM-SCP) preferred. 				
Knowledge Requirements:				
<ul style="list-style-type: none"> • Understanding of employee engagement principles, best practices and the ability to analyze data. • Comprehensive onboarding program design and execution • Thorough knowledge of employee benefits administration, plan design, legal compliance (State and federal laws) and vendor management. • Federal and state laws and regulations governing employee benefits and employment practices • General accounting principles. • Benefit plan design and benefit terminology, costs, budgeting and cost containment strategies. • HRIS, benefits administration systems, relevant technology. 				
Skill Requirements:				
<ul style="list-style-type: none"> • Designing and implementing effective employee engagement strategies. • Developing and executing comprehensive onboarding programs. • Familiarity with union bargaining agreements. • Ability to build and maintain positive relationships with carriers, employees, retirees and unions. • Ability to work independently with little supervision. • Excellent verbal and written communication skills and strong presentation skills; public speaking. • Strong project management and organizational skills. • Cost analysis and forecasting. • Utilizing HRIS and benefits administration systems. 				
Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

Employee Benefits and Engagement Coordinator

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

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

Job Classification History:

Employee Benefits and Engagement Coordinator

<p><u>Title of Immediate Supervisor:</u> <u>Executive Director of</u> Human Resources Director</p>	<p><u>Department:</u> Human Resources</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Human Resources Benefits Assistant</p>		<p><u>Pay Grade Assignment:</u> Executive Employees Association, Pay Level II</p>

General Summary or Purpose Of Job:

~~This role A~~administers, maintains and evolves ~~the District’s comprehensive employee~~ benefits and health & wellness programs, ensuring ~~optimal that the best~~ support ~~is offered to for~~ past, present and future employees. ~~The Employee Benefits and Engagement Coordinator M~~manages ~~these~~ programs in accordance with plan documents, labor agreements, and state and federal laws. ~~A key focus is the development, implementation, and ongoing management of a robust employee onboarding program designed to effectively integrate new hires and foster early engagement. This position will also D~~develop and ~~lead~~ broader employee engagement initiatives to cultivate a positive, connected, and thriving work environment. ~~The Coordinator develops and aligns both~~ benefits and engagement strategies ~~with the to the goals of the organization’s goals, and ensuring~~ ~~the district~~ is positioned to attract, motivate, and ~~maintain employees~~retain talent. Working with senior leadership, ~~this role to~~aligns benefits and rewards strategy to best represent school district needs, values and budget. ~~Responsible for Requests for Proposals for insurance plans, analyzes results, and participates in selection process. Plans and implements carrier conversions and plan changes. Provides language and cost analysis for negotiations. Recommends plan design changes and cost curbing strategies. Develops District policies and procedures for insurance and required regulations. Administers COBRA, FMLA, HIPAA, and ACA in compliance with regulations. Acts as the District’s HIPAA Privacy Officer. Maintains financial accuracy of insurance plans and provides projections for budgeting process.~~

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE- QUENCY

Employee Benefits and Engagement Coordinator

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| 1. | <p>Benefits Administration: Provides oversight for the Administrationers all benefit plans for (health, dental, vision, life insurance, long-term disability insurance, and flexible spending accounts (cafeteria plan) FSA, HRA), ensuring compliance with plan documents, labor agreements, and legal regulation. Guides the Benefits Assistant in the accurate and effeicint execution of daily administrative tasks. Reviews and Approves all complex or exception-based enrollments, changes in status and benefits terminations that fall outside the Benefit Assistant's scope. Oversees the accurate Computes, authorizes and processes processing of all appropriate payroll benefits and deductions and the invoicing of non-active employees. Computes, authorizes and processes all invoicing of inactive employees, retirees and employees on leave of absence. Cultivates and Mmaintains relationships with third party vendors, insurance carriers, and union representatives, addressing high-level concerns. employees and retirees. Leads the Pproposales of benefit plan changes, and calculatinges potential savings and analyzing long-term impact for negotiations. Oversees the Rreviews and amendments of insurance contracts, ensuring favorable terms and compliance. Analyzes utilization reports. Researches new insuraneebenefit options to maintain a competitive and valuable employee package. Develops and implements overarching District policies related to employee benefits. Manages Tax Shelter Annuity program.</p> | Daily
50% |
| 2. | <p>Benefits Communications: Develops and directs the overall strategy for all internal and external benefits communications, ensuring clarity, accuracy and accessibility of information. and Approves all critical carrier communications. Provides guidance and support to the Benefits Assistant in responding to customer serviee for employees, retirees and third-party vendors inquiries, establishing communication protocols and addressing complex issues. via email, telephone, virtual meetings, in-person, and through eorrespondence. Serves as the primary point of contact for escalated and complex benefit questions and claim problems, providing guidance and resolution. Responds to benefit questions and assists with claims problems. Ensures the Provides for new employee orientation includes a comprehensive and engaging overview of with-benefits information, workers' compensation, and relevantvarious policies. Oversees Employee Assistance Program, ensuring its effectiveness and promoting its utilization. Promotes District's Flex Plan and HRA Plan through communication initiatives. Provides direction for retirement information sessions, ensuring comprehensive and timely information on with-retirement options, pension and benefits options. Reviews, updates and publishes benefits related changesinformation on district's website, ensuring accuracy and ease of access.</p> | Daily
30% |

Employee Benefits and Engagement Coordinator

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|----|---|--|
| 3. | <p>Provides oversight for <u>Performs benefit reconciliations of monthly health, dental, vision, life, and long-term disability insurance for</u> ensuring <u>accuracy and accountability. Performs monthly billing invoicing for life and long-term disability census for accounts payable submission.</u> Requests corrections to carriers in accordance with applicable contracts. <u>Reviews and Approves</u> and <u>complex or policy-related processes</u> adjustments for payroll benefits/deductions or invoices. Responsible for accuracy of insurance expenditures and provides projections for budgeting. <u>Actively Participates</u> in <u>financial audits, providing explanations and justifications, as needed.</u> <u>Oversees the accuracy of</u> Performs <u>monthly invoicing for retirees and cobra participants. Performs life insurance reductions and conversions by age as necessary.</u></p> | <p>Monthly
10%</p> |
| 4. | <p><u>Provides oversight and policy guidelines for the Administration processes for employees on</u> of <u>medical leaves, ensuring compliance with FMLA and other relevant regulations.</u> Guides the Benefits Assistant in the <u>accurate processing of leave requests and</u> Collect <u>medical documentation, Reviews and makes determinations on complex or escalated FMLA eligibility cases, time-off designation, process FMLA eligibility, and</u> e <u>Coordinates</u> with appropriate staff for leave <u>management, return-to-work processes</u> and/or accommodations. <u>Administers Long Term Disability enrollment process, ensuring compliance and effective communication.</u></p> | <p>Daily
20%</p> <p>— Annually
— 10%</p> |
| 5. | <p><u>Provides oversight for the accurate and timely processing of</u> retirements, <u>resignations and terminations, ensuring compliance with all related regulations for school board approval and the accurate Administration of</u> COBRA, HCSP and/or TRA/PERA documentation, for end of employment.</p> | |
| 6. | <p><u>Leads the Planning and implementations of two annual</u> open enrollment processes, each year (May and November). <u>Creates all open enrollment materials, and communications paper and online documents</u> pertaining to plan elections and changes. Addresses complex employee questions and provides counseling on benefit options during open enrollment. Creates personalized spreadsheets for mass mailing. Organizes, constructs and publishes temporary open enrollment links for district website. <u>Coordinates efforts of various departments to ensure a smooth and efficient open enrollment process, including Human Resources, payroll, technology, print shop, and the mailroom. Audits download for active employees and retirees. Oversees mail merges and the creation and mailing of packets. Approves changes. Mass updates rates, descriptions, and frequencies. Coordinates with carriers for conversions. Provides open enrollment counseling for employees.</u></p> | |
| 7. | <p><u>Ensures the district's overall Compliance with all relevant state and federal regulations, directing the Benefits Assistant in the accurate administration of</u> related processes and documentation, for FMLA, COBRA, HIPAA, ACA and Federal Pandemic Acts. Updates, disseminates, and administers District Policies regarding such, and processes designations and tracking by law. Corresponds with District Legal Counsel when necessary. Acts as the District's Privacy Officer, developing and providing. Provides HIPAA training of supervisors and support staff to ensure district-wide compliance.</p> | <p>Daily
10%</p> |

Employee Benefits and Engagement Coordinator

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|-----|--|--|
| 8. | <p>Leads all aspects of the Responsible for Request for Proposal (RFP) process for benefit plans when prudent or required by law. Reviews requests for proposals, analyzes proposals, and participates in selection process with the CFO/Director of Business Services and/or Director of Human Resources Director. Reviews new contracts and directs any changes. Requests amendments to contracts when necessary. Plans and implements conversions to new carrier and/or new plans.</p> | <p>Annually
10%</p> |
| 9. | <p>Provides oversight for the Monitorings, processesing and reportings of all employee leaves, ensuring accurate record-keeping and compliance. of absences of current contract employees. Provides interpretation of contractual leave policies to employees, administrators, and HR staff. Communicates and coordinates with administration, HR and supervisory staff to ensure smooth transition for employee and other staff.</p> | <p>Daily
10%</p> <p>Daily
5%</p> |
| 10. | <p>Provides oversight for the management of Monitors, processes and reports all Worker's Compensation injury claims, ensuring compliance and effective. Coordinationes with <u>Risk Management Association (RAS)</u> and the District's Health & Safety Manager.</p> | |
| 11. | <p>Oversees the accurate Calculation of severance packages, for all eligible District employees providing guidance and support to the Benefits Assistant. Personally addresses complex Assist employees inquiries with questions regarding severance and related retirement savings plans. District fund balance and Health Care Savings Plan. Work with TRA and MSRS regarding employees' HCSP severance.</p> | <p>Daily
5%</p> |
| 12. | <p>Coordinates and participates in the negotiations labor management process for all labor groups as related to benefit offerings/options. Recommends contract language changes as needed.</p> <p>Assists the administration with EEOC complaints, harassment complaints and litigations. Initiates the documentation process. Compiles all requested documents. Maintains a database for complaints and harassments.</p> | <p>Annually
20%</p> <p>Daily
10%</p> |
| 13. | <p>Develops, implements and manages the ongoing success of the district's <u>rewards for Health and Wellness program and any associated rewards,</u> aligning it to broader employee engagement initiatives.</p> | <p>Daily
5%</p> |

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14. Develops the strategic framework and oversees the District's comprehensive onboarding program for all new employees, ensuring a positive and engaging initial experience. Creates high-level onboarding materials and provides guidance to staff as needed. Evaluates the effectiveness of the onboarding program and drives continuous improvement. As required

15. Develops and leads the district-wide employee engagement strategy, designing and implementing key initiatives to foster a positive, inclusive, and connected work environment. Oversees communication plans, recognition programs, employee resource groups, and feedback mechanisms (surveys, etc.). Analyzes engagement data and drives action plans to improve employee morale and retention. Organizes strategic employee events and activities.

~~Participates as Leadership Member of Cabinet. Attend meetings and retreats.~~

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

Requires a minimum of a baccalaureate degree in management, human resources, business Administration, Organizational Development, Education or a closely-related field and five (5) years of progressively responsible experience in human resources, with a demonstrable focus on employee engagement and/or onboarding program development and implementation, and an understanding of management or coordinator role in benefits administration; ~~or~~ OR an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work. Public sector or school district experience is preferred.

Certification or Licensing Requirements: (prior to job entry)

Certified Employee Benefits Specialist (CEBS) preferred.

Certification as a Certified Employee Benefits Specialist (CEBS), SHRM Certified Professional (SHRM-CP), or SHRM Senior Certified Professional (SHRM-SCP) preferred.

Knowledge Requirements:

- Understanding of employee engagement principles, best practices and the ability to analyze data.
- Comprehensive onboarding program design and execution
- Thorough knowledge of employee benefits administration, plan design, legal compliance (State and federal laws) regarding insurance, and vendor management.
- Federal and state laws and regulations governing employee benefits and employment practices
- ~~State workers' compensation regulations.~~
- ~~Federal COBRA and State Continuation laws.~~
- ~~Federally mandated FMLA, HIPAA, and ACA requirements.~~
- General accounting principles.
- Benefit plan design and benefit terminology, costs, budgeting and cost containment strategies.
- HRIS, benefits administration systems, relevant technology.

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Skill Requirements:

- Designing and implementing effective employee engagement strategies.
- Developing and executing comprehensive onboarding programs.
- Familiarity with union bargaining agreements.
- Ability to build and maintain positive relationships with carriers, employees, retirees and unions.
- Ability to work independently with little supervision.
- Excellent ~~oral~~verbal and written communication skills and strong presentation skills; public speaking.
- Strong project management and organizational skills.
- Cost analysis and forecasting.
- Utilizing HRIS and benefits administration systems.
- ~~Desktop computer applications such as Microsoft Office and Google Workspace.~~
- ~~Some familiarity with Frontline Education systems.~~
- Some familiarity with Skyward applications software.

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

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

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Vision Requirements: Check box if relevant

	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		

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Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

MTSS Academics and Curriculum & Instruction Coordinator

<u>Title of Immediate Supervisor:</u> Director(s) of Elementary/Secondary Education	<u>Department:</u> Teaching, Learning and Equity	<u>FLSA Status:</u> Exempt
<u>Accountable For (Job Titles):</u> Content Specialists, Elementary E-Squared, English Language Learner (ELL) teachers, Math and Reading Interventionists		<u>Pay Grade Assignment:</u> DDWIAA, Class TBD
General Summary or Purpose Of Job:		
Leads district curriculum review and implementation across elementary and/or secondary levels, directing content specialists and content area committees. Supports teachers in creating and revising materials, and coordinates curriculum adoption. Integrates racial equity and culturally responsive practices. Guides the work of Tier 1 (Learning Leadership Teams), Tier 2 (Data Review Teams), and facilitates targeted professional development for interventionists within the district's Minnesota Multi-tiered Systems of Support (MN-MTSS) framework. Oversees district-wide assessments and ensures MN-MTSS fidelity in collaboration with Elementary/Secondary Directors and principals.		
DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	
1.	Lead the systematic review and development processes for curriculum across all elementary and/or secondary subjects, ensuring alignment with state standards and district goals.	
2.	Manage, mentor, and guide the work of Content Specialists, fostering their expertise and facilitating effective collaboration within content-focused committees.	
3.	Collaborate with teachers to develop, evaluate, and revise classroom resources and materials that are engaging, effective, and aligned with curriculum standards.	
4.	Manage all aspects of the selection, piloting, adoption, and initial implementation of new curriculum materials, ensuring a smooth and supported transition for educators.	
5.	Proactively identify and integrate culturally relevant resources and promote the understanding and application of research-based culturally responsive teaching methods across all instructional practices, viewed through an equity lens.	
6.	Facilitate continuous improvement at the universal level of instruction by actively supporting the work of school-based Learning Leadership Teams (CITs, PLCs, D-PLCs, ILTs) in data analysis, goal setting and action planning.	

MTSS Academics and Curriculum & Instruction Coordinator

7.	Guide Data Review Teams in analyzing student achievement data, identifying trends, and informing the development and implementation of targeted interventions within the MTSS framework for students needing additional support.
9.	Plan, develop, and deliver targeted professional learning opportunities for interventionists, ensuring their practices are aligned with the district's MTSS framework and evidence-based strategies for effective Tier 2 interventions and data-driven decision-making.
10.	Provide guidance, support and professional learning opportunities for teachers and principals in the effective implementation universal instruction and implementing the MN-MTSS framework to ensure all students receive appropriate levels of support.
11.	Support the District Assessment Coordinator to identify and implement district-wide universal screening and diagnostic tools. Support the logistical and procedural aspects of district-wide assessments, ensuring accurate administration, data collection, and timely reporting of results.
12.	Supervise Elementary E-Squared, English Language Learning Teachers, and Math & Reading Interventionists, providing regular guidance, support, coaching, and professional development opportunities tailored to their roles.
13.	Work collaboratively with Elementary/Secondary Directors and principals to monitor instructional practices and ensure the consistent application of research-based best practices and fidelity to adopted curricula and instructional models.
14.	Contribute to and support district-wide initiatives focused on enhancing instructional practices, student outcomes, and overall educational quality.
15.	Performs other duties of a comparable level or type.

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

- Master's degree in Curriculum & Instruction, School Administration, or related field.
- A minimum of 5 years of teaching experience, preferably in English Language Arts instruction or related fields such as special education, demonstrating a strong understanding of classroom practice.
- A minimum of 3 years' experience in an administrative or leadership role (principal, coordinator, lead).
- Training in MTSS or equivalent experience, demonstrating a working knowledge of multi-tiered systems of support.
- Working towards meeting the Phase 1 requirements of the Minnesota READ Act, indicating a commitment to literacy development.

Preferred Qualifications (Preferred prior to job entry):

- LETRS Certification or Certified Facilitator
- Experience in design and delivery of professional development; and meeting facilitation with education partners and community groups.
- Completion of MnMTSS District Leadership Team 6-part training
- Direct experience supervising and evaluating instruction staff.

MTSS Academics and Curriculum & Instruction Coordinator

Knowledge Requirements:				
<ul style="list-style-type: none"> • Comprehensive understanding of Minnesota Academic Standards across content areas. • In-depth knowledge of curriculum review, development, and teaching materials. • Extensive knowledge of K-12 student development and effective, culturally responsive practices. • Understanding of continuous improvement models, data analysis for organizational advancement, and the MnMTSS framework. • Familiarity with district strategic plans, assessment systems, and reporting requirements. • Working knowledge of staff supervision, evaluation, personnel management, and professional development principles. • Understanding of data analysis techniques for interpreting information and generating reports. 				
Skill Requirements:				
<ul style="list-style-type: none"> • Skill in directing curriculum teams for standards alignment and effective instruction. • Highly developed communication skills for clear interaction with diverse stakeholders. • Proven ability to facilitate meetings, build consensus, and collaborate effectively. • Skill in creating and delivering impactful professional learning for educators. • Ability to integrate an equity lens into curriculum and professional learning. • Skill in analyzing data to inform instruction and improve outcomes for diverse learners. • Ability to support the implementation and monitoring of curriculum, improvement processes, and MTSS. • Strong skills in problem-solving and analytical thinking. • Excellent skills in managing tasks, prioritizing, and meeting deadlines. • Proficiency in technology for productivity, communication, and curriculum management. • Skill in supervising, mentoring, and evaluating instructional staff. 				
Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand			√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

MTSS Academics and Curriculum & Instruction Coordinator

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

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

Job Classification History:

**HR/BS Services Committee Monthly Fund Balance Report
MAY 12, 2025 Committee Meeting**

BUDGET SUMMARY

5/9/2025

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 121,223,653.72	\$ 125,799,714.49	\$ 89,465,994.15	\$ 3,812.09	\$ 36,337,532.43	71%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 3,916,827.64	\$ -	\$ 2,083,172.36	65%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 3,087,777.67	\$ -	\$ 3,244,413.18	49%			
Community Ed	04	\$ 8,577,600.00	\$ 8,662,818.02	\$ 5,490,406.17	\$ 7,034.00	\$ 3,165,377.85	63%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 1,053,892.21	\$ -	\$ 1,718,283.22	38%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,327,151.05	\$ -	\$ 25,740,133.95	8%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 1,026,200.38	\$ -	\$ (76,200.38)	108%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 341,612.60	\$ -	\$ (65,348.60)	124%			
REVENUES	TOTALS:	\$ 174,475,269.00	\$ 179,136,547.79	\$ 106,709,861.87	\$ 10,846.09	\$ 72,423,464.01	60%			

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June			
General	01	\$ 122,071,417.00	\$ 123,295,875.84	\$ 104,434,556.07	\$ 1,942,450.40	\$ 16,918,869.37	86%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 4,472,041.84	\$ 771,853.18	\$ 812,102.98	87%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 7,759,340.19	\$ 187,202.76	\$ (1,162,743.95)	117%			
Community Ed	04	\$ 7,817,759.00	\$ 7,926,977.02	\$ 6,181,862.26	\$ 17,774.47	\$ 1,727,340.29	78%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 6,940,170.30	\$ 643,406.03	\$ (674,954.90)	110%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 931,266.56	\$ 871,206.25	\$ (809,041.24)	181%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 27,394,333.10	\$ -	\$ (803.10)	100%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 1,139,865.92	\$ -	\$ (210,301.92)	123%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 284,766.21	\$ 39,326.02	\$ 55,900.77	85%			
EXPENSES	TOTALS	\$ 179,410,183.00	\$ 180,931,522.86	\$ 159,538,202.45	\$ 4,473,219.11	\$ 16,920,101.30	91%			

Extra Curricular Fund 01 Prog 298
Revenue \$ 403,169.10
Expense \$ 486,720.88

**Fundraisers Reported
April 2025**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
District Service Center	Communications Department	\$12,000.00	Unity In Our Community
East	EBA - Boys	\$250.00	50/50 Raffle at halftime
East	Duluth HOSA	\$5,000.00	Sending Letters to Local Companies Requesting Donations
East	Duluth East Bands	\$750.00	Betty's Pies
East	Duluth HOSA	\$5,000.00	Sending Letters to Local Communities
East	Duluth HOSA	\$5,000.00	PledgeCents Crowdfunding
East	History Day	\$100.00	In cooperation with Karpeles Museum the History Day students showcase their work and invite community members to consider donating for their national competition.
Ordean-East	Library	\$1,500.00	Scholastic Book Fair

NOTICE OF AWARD

Date of Issuance: May 20, 2025
Owner: Duluth Public Schools Owner’s Project No.: 1339
Engineer: Design Tree Engineering, Inc. Engineer’s Project No.: 12525001
Project: Duluth East High School Parking Lot Improvements Bid #1339
Contract Name: Duluth East High School Parking Lot Improvements Bid #1339
Bidder: Northland Constructors of Duluth, a division of Mathy Construction Company
Bidder’s Address: 4843 Rice Lake Road, Duluth, MN 55803

You are notified that Owner has accepted your Bid dated **May 1, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Duluth East High School Parking Lot Improvements Bid #1339

The Contract Price of the awarded Contract is **\$418,900.00(Four Hundred Eighteen Thousand Nine Hundred Dollars and Zero Cents)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Duluth Public Schools**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

May 6, 2025

Duluth Public Schools
 713 Portia Johnson Drive
 Duluth, MN 55811

Regarding: Duluth East High School Parking Lot Improvements Bid #1339

Dear Duluth Public School District,

On May 1, 2025, 6 bids were opened for the above referenced project. Northland Constructors of Duluth, a division of Mathy Construction Company based out of Duluth, Minnesota submitted the low base bid, alternate A, and Alternate B for the project. Below is a list of all bids received for the project. 5 out of the 6 bidders also submitted the required bid bond and responsible contractor forms.

Company	Base Bid	Alternate A	Alternate B	Total Bid
Northland Constructors of Duluth, a division of Mathy Construction Company	\$113,100.00	\$198,600.00	\$107,200.00	\$418,900.00
KTM Paving	\$161,200.00	\$171,400.00	\$140,600.00	\$473,200.00
MP Asphalt Maintenance	\$116,300.00	\$242,725.00	\$140,250.00	\$499,275.00
Ulland Brothers, Inc.	\$148,875.00	\$269,475.00	\$124,875.00	\$543,225.00
Diversified Paving	\$139,735.00	\$280,526.00	\$129,075.00	\$549,318.00
Sinnott Contracting, LLC	\$147,932.00	\$277,102.00	\$125,449.00	\$550,483.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor’s experience in working on these types of projects, it is Design Tree’s professional opinion that Northland Constructors of Duluth, a division of Mathy Construction Company is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the project to Northland Constructors of Duluth, a division of Mathy Construction Company.

The next step in the process, if the School District concurs with our recommendation, is to sign the Notice of Award which is attached. Design Tree will then send the Contracts to Northland Constructors of Duluth, a division of Mathy Construction Company, which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,
DESIGN TREE ENGINEERING, INC



Michael Gerber, P.E.
Civil Engineer

Enc: Bid Tabulation

MECHANICAL ELECTRICAL CIVIL LAND SURVEYING

"We pride ourselves on putting a detailed touch to every project we are privileged to work on, with an aggressive attitude, hard work, and high expectations."

BID OPENING

PROJECT NO: 12525001



PROJECT: Duluth East High School Parking Lot Improvements Bid #1339

NAME	BID BOND	RESPONSIBLE CONTRACTOR	ADDENDUM #1	ADDENDUM #2	BASE BID	ALTERNATE A	ALTERNATE B	TOTAL BID
NORTHLAND CONSTRUCTORS OF DULUTH, A DIVISION OF MATHY CONSTRUCTION COMPANY	X	X	X	X	\$113,100.00	\$198,600.00	\$107,200.00	\$418,900.00
ULLAND BROTHERS, INC.	X	X	X	X	\$148,875.00	\$269,475.00	\$124,875.00	\$543,225.00
DIVERSIFIED PAVING	X	X	X	X	\$139,735.00	\$280,526.00	\$129,057.00	\$549,318.00
KTM PAVING	X	X	X	X	\$161,200.00	\$171,400.00	\$140,600.00	\$473,200.00
SINNOTT CONTRACTING, LLC	X	X	X	X	\$147,932.00	\$277,102.00	\$125,449.00	\$550,483.00
MP ASPHALT MAINTENANCE	X		X	X	\$116,300.00	\$242,725.00	\$140,250.00	\$499,275.00

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MICHAEL J. GERBER, PE

MN LICENSE #56653

5/1/2025, 2:00pm
713 Portia Johnson Drive

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zurich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP #339 COMMISSIONING FOR ISD709 EDUCATION CENTER IMPROVEMENT PROJECT
Date: May 1st, 2025

RFP #339 Commissioning for ISD709 Education Center Improvement Project was sent to four (4) vendors. Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
ICS Company	\$50,250.00
Nexus Solutions	\$73,550.00
Hallberg Engineering	\$79,500.00
Apex Solutions	No Bid

Bryan Brown and Lexie Neff from the Facilities Department reviewed the bids.

Bryan Brown, Facilities Manager, recommends accepting and awarding RFP#339 Commissioning for ISD709 Education Center Improvement Project, meeting specifications as submitted, from ICS Company as the best value for the School District.

Program: Facilities

Fund Custodian: Bryan Brown Facilities



Cindy R. Landon, Right of Way Specialist
PO Box 248
Hastings, MN 55033
Direct Dial 612.449.3463
CLandon@HenningProfessionalServices.com

April 28, 2025

Independent School District No. 709
Attn: Bryan Brown, Manager of Facilities
Central Administration Building
215 North First Ave. E.
Duluth, MN 55802

Re: Offer Packet
MnDOT London Road
Parcel: 6925-904-005
Property: 301 N. 40th Ave. E., Duluth, MN 55804

Dear Independent School District No. 709:

As discussed with Sonya Henning, MnDOT has contracted with Henning Professional Services, Inc. to assist with the right of way acquisition for the above-mentioned London Road project. Enclosed you will find the following in the offer packet folder:

Left side of the folder:

1. Brochure
2. Offer Letter
3. Appraisal
4. Parcel sketch
5. Legal Description of the acquisition area
6. Right of Way Plat

Right side of the folder:

1. Copy of offer letter with return envelope
(Please sign the 2nd page to acknowledge you have received the appraisal and return to me in the enclosed self-addressed stamped envelope.)
2. W-9 form *(Please complete and return to me in the enclosed self-addressed stamped envelope.)*
3. Temporary Easement and Board Resolution Approving Temporary Easement – sample
4. Appraisal Reimbursement Claim form
5. Acquisition Incidental Claim form

Please contact me after you have received this offer to further discuss over the phone or to schedule a time to meet. You can reach me at CLandon@HenningProfessionalServices.com and by phone at 612-449-3463 with any questions or concerns you may have.

If you are agreeable with the offer and don't have any additional questions, you may move forward with the documents. Please have the Board approve the Temporary Easement and complete a Resolution. A sample is enclosed. Please then have two original Temporary Easements signed in front of a notary public, and return the Resolution and Temporary Easements to me, along with a completed W-9 form. The documents for your completion are clipped to the enclosed Pre-paid Priority Mail envelope.

Upon receipt of the signed Resolution, Temporary Easement and W-9 form, I will submit your file to MnDOT for closing and payment.

On behalf of MnDOT, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of this process.

Sincerely,



Cindy R. Landon
Acquisition Agent for MnDOT
Enclosures

Guidebook



for Property Owners

GUIDE FOR PROPERTY OWNERS



DEPARTMENT OF TRANSPORTATION

The Minnesota Department of Transportation is responsible for the administration, planning, construction, maintenance, and safety of the State's highway system and airports. Each year MnDOT makes efforts to reduce traffic congestion and crashes through the use of the State's expanded trunk highway and federal interstate and airport programs. As a result, the State may be required to purchase property owned by individual citizens.

This guide outlines the laws and procedures MnDOT must follow in the land acquisition process. Please review the information carefully to better understand your legal rights as a property owner.

For MnDOT projects, to request this document in an alternative format, call:

MnDOT's Disability Programs Coordinator
651-366-4718 (Metro), or
1-800-657-3774 (Greater Minnesota)
(Please request one week in advance.)

For assistance in placing your call
TTY, Voice, ASCII, or Hearing Carry Over
Dial 711 -or- 1-800-627-3529
(Minnesota Relay)

November 2022

GENERAL INFORMATION



How MnDOT Acquires Property:

Minnesota law allows the State and certain other governmental agencies to acquire property for public purposes such as schools, parks, libraries, recreation facilities, airports and highways.

The Constitution of the United States and the State of Minnesota requires a payment of "Just Compensation" to the owner for property being acquired or damaged for public use.

Payment of "Just Compensation" means that the owner is entitled to the fair market value of their property, which is generally defined as the amount the buyer and seller agree upon based on a valuation of the property.

Prior to Land Acquisition:

During the land acquisition process, a survey crew may request permission to enter your land to obtain information for the planning and engineering of the proposed improvement or project.

Often times a public hearing or an informational meeting will be held to give you a chance to participate in the process of determining the location and design of the highway. (The time and place of these hearings or opportunities for hearings will be advertised in the local newspaper.)

A State agent will contact you to discuss and learn the nature and interest of those persons

involved with the property. It is unlikely at this time that the agent will have complete knowledge of the final State proposal as construction plans are still being developed.

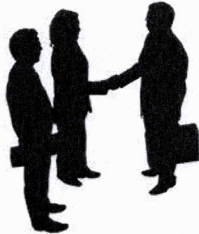
The State will then send a qualified valuation professional to estimate the market value of the State's proposed land acquisition. The valuation professional will contact you at that time giving you the opportunity to accompany him/her during the inspection of your property. The valuation is normally based on studies of recent similar sales of property in your area.

In some instances, if the State determines there are minimal damages to the property, a short form appraisal or minimum damage acquisition will be prepared.

The State will present the owner a copy of the valuation report at the time of the offer.

Please note: you may be contacted again by authorized personnel to obtain other necessary information prior to the time an offer for purchasing can begin.

SECTION I

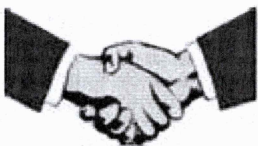


Minnesota law allows MnDOT to acquire land through the following methods:

- Direct Purchase
- Eminent Domain

Acquisition of Land or Rights by Direct Purchase:

Efforts will be made first to acquire your property through the direct purchase procedure. Direct purchase means a State representative will contact you in an attempt to purchase the property based on the estimated market value provided from the valuation. You will then be given a written statement that includes the amount being offered for the property rights. In instances where only a part of the property is to be acquired, the statement will separate the amount of money to be paid for property and the amount (if any) for damages to the remainder of the property. The State will provide you with a copy of the valuation report. If the acquisition leaves you with an uneconomic remnant, the State will offer to purchase that remnant.



If you accept the offer, you will sign an "Offer to Sell and Memorandum of Conditions" which gives the State permission to buy your property. You will also sign the actual "deed" which conveys the property to the State.

In certain cases, the State will not need to purchase the actual property but will need to purchase certain "rights" from the property. These rights may include drainage easements, extinguishment of access, temporary easements, etc. In this case, you will only sign the actual document that grants those rights to the State.



The State will, at its own expense, furnish all documents necessary to complete the sale or purchase of rights, to make the necessary examination of title, and to record the documents of conveyance. All documents are subject to, and are conditional upon, written acceptance by the State or other acquiring authorities.

After the legal documents have been recorded, payment will be processed. If there is a mortgage and all or a major portion of the property is being acquired, a separate check payable to the mortgage holder will be drawn for the remaining balance of the mortgage including interest to the date of payment. The check for your equity will be mailed directly to you. If only a part of your property is to be acquired, the State will ask for a partial release of mortgage. In this instance, the mortgage holder will also be named on the check. It is strongly recommended that you contact your mortgage holder to determine distribution of the funds prior to the signing of legal documents.

By agreement, you may retain and remove any or all improvements located on your property, but removal of such improvements must be made at your own expense. The salvage value of the improvements retained by you will be deducted from the amount of the offer.

The State will reimburse you for certain incidental expenses incurred in transferring title to the State and a State agent will assist you in filing a claim.

Examples of the types of reimbursements are as follows:

- A. Service fees charged by the mortgage holder for release of mortgage
- B. Prepayment penalty of mortgage
- C. Abstract costs
- D. Court costs

You are also eligible for reimbursement of any reasonable appraisal costs performed by a licensed appraiser, up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisitions, and up to a maximum of \$5,000 for other types of property. The owner must submit to the acquiring authority the information necessary for reimbursement, including a copy of the owner's appraisal.

If any of your property is being acquired, it will be necessary that all current and delinquent real estate taxes, as well as all special assessments, be paid in full. The State agent will advise you on the payment of taxes due.

Unless some unusual circumstance exists, you will be able to occupy your property for a period of 90 days from the date of acceptance. This period will be increased to 120 days if the construction timetable permits such an extension. No charge to the owner will be made for occupancy during this period. However, if you request to stay longer than the 120 days, and the State agrees, you must sign a lease for the property at a rate (fair market value) determined by the State.

In addition to receiving the fair market value for the land or rights taken, you may be entitled to certain relocation benefits. A relocation or purchasing agent will provide you with the necessary information and a relocation booklet that explains the program.

Minimum Compensation:

Pursuant to Minnesota Statutes 117.187, when a person or entity that holds fee title "must relocate, the amount of damages payable at a minimum, must be sufficient for an owner to purchase a comparable property in the community and not less than the condemning authorities payment or deposit under section 117.042, to the extent that the damages will not be duplicated in the compensation otherwise awarded to the owner of the property."

This dollar amount may be more than the State's certified appraised value of your property. If this is the case you will be advised of the amount separately in the State offer letter to you as the owner.

Please note: If you have to move from your home; a decent, safe, and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement.

Please refer to Section III Relocation Payments on page 12, and/or MnDOT's relocation booklet: "*Relocation Assistance: Your Rights and Benefits.*"



You are not required to give up possession of your property until:

1. You have been paid the agreed purchase price, or
2. You have been paid an award of commissioners, or
3. An amount at least equal to the State's approved appraisal of the value of your property is deposited with the court for your benefit, or

4. The award resulting from a condemnation proceeding is deposited with the court.



SECTION II

Land Acquisition By Eminent Domain:

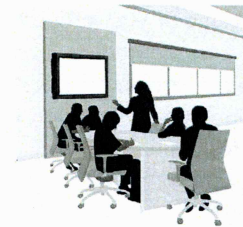
Eminent domain is a legal process used for acquiring property for public purposes. Eminent domain, also known as condemnation, is used when the price of the property cannot be agreed upon by the seller and buyer or when title to the property is defective. The State must start the process early to assure the property will be acquired and vacated in time to meet construction contract requirements. After an offer has been made, you will be given at least 30 days in which to consider it before the eminent domain process begins.

A petition is filed with the court administrator. A hearing on the petition will be scheduled and notice of this hearing will be served on you in the same manner as any civil action to fulfill the requirement of State law.

The notice of the hearing on the petition will inform you of the hearing date, time, place and type of acquisition. The notice also will describe the property to be acquired and will contain a list of the names of all parties who are shown to have an interest in the property.

The hearing on the petition is usually held in the courthouse of the county in which the property is located. An attorney will represent the State and will present the petition to the court. A State representative also will be available to answer questions regarding engineering details, design aspects of the project and construction matters. The court will appoint three qualified and impartial persons to act as commissioners. The commissioners will view each piece of property, hold valuation hearings and determine the damages that the property will, in their opinion, sustain as a result of the acquisition.

After the three court-appointed commissioners have taken their oath of office, they will arrange for viewings and hearings with you and other affected property owners. You will be notified of the date and time when a viewing or valuation hearing will be held.



It is the general policy of the State to have an attorney from the Office of the Attorney General and an engineer present at the viewings and hearings. Their function is to assist the commissioners and property owners by answering technical questions of a legal or engineering nature.

The chairperson of the commission, who presides over the hearings, will likely invite you to express your opinion as to the amount of damages you feel your property has sustained and to furnish such evidence for purposes of assisting the commissioners in determining an award of damages. You may represent yourself at these hearings, or you may choose to be represented by an attorney. Whether or not you hire an attorney is your decision.

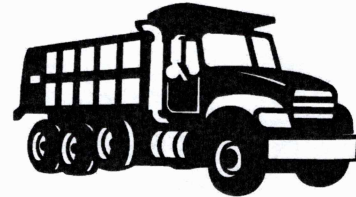
Title and possession of the property shall pass to the State after filing of the award by the court-appointed commissioners. However, the State usually requires title and possession of all or part of the owner's property prior to the filing of an award by the court-appointed commissioners. In these cases, the State will, at least 90 days prior to the date on which possession is to be taken, notify the owner of the intent to possess the property. Prior to taking title and possession, the State will pay to the owner, or deposit with the court, an amount equal to the State's approved appraisal of value. Title and possession is set for 35 days after the hearing on the petition. This is commonly referred to as the "Quick-Take" Law of the State of Minnesota. Interest is paid on the amount of the award that exceeds the Quick-Take payment.

You may wish to retain a licensed real estate appraiser to provide you with an appraisal of the market value of your property.

The commissioners may award reasonable appraisal fees not to exceed a total of \$1,500 for residential property and \$5,000 for other types of property, unless the appraisal fee was previously reimbursed. An appraisal must not be used or considered in condemnation commissioners hearing, nor may the appraiser who prepared the appraisal testify, unless a copy of the appraiser's written report is provided to the opposing party at least five days before the hearings.

If a business or trade is destroyed by a taking, the owner may be compensated for loss of going concern. The owner must notify the State of the owner's intent to claim compensation for loss of going concern within 60 days of the first hearing before the court. Documentation related to a loss of going concern claim must be used or considered in a condemnation commissioner's hearing unless the documentation is provided to the opposing party at least 14 days before the hearing.

When Can Construction Start:



The State may begin to use the property when it obtains title and possession of it. Title and possession passes when you are paid for the property or at a later date specified in the purchase agreement.

If your property is acquired through eminent domain, title and possession will pass as stated in the preceding section.

You may also grant permission to the State for it to enter your property and begin construction prior to title and possession passing. You could do this by signing a Right of Entry or a Permit to Construct.

Appealing the Commissioner's Award:



It is important to note that if you are dissatisfied with the commissioner's award, you have the right to appeal to the District Court. The State also has the right to appeal the award.

Any appeal must be made within 40 days to the Court Administrator from the date the commissioners file their award. A notice of such appeal must be mailed to all parties of record having an interest in property described in the appeal. Within 10 days of such mailing any other party may appeal. The 40 days are counted from the date of the filing of the commissioner's award with the Court Administrator, not from the date you received the notice of the award from the State.

If the State appeals the award, you will be notified by letter from the Office of the Attorney General. The law states that unless proper appeal is taken by either party within 40 days, neither party can amend or adjust the amount, terms or conditions of the award. If no appeal is taken, payment will be made following the expiration of the 40-day appeal period. If only one party appeals the commissioner's award, the appealing party may later dismiss the appeal and the award, plus interest, will be paid.

Just Compensation by a Jury:



If you or the State, or both, appeal to the District Court, the compensation to which you are entitled becomes a question to be decided in a trial by jury. Simply because an appeal is taken by either party does not necessarily mean the matter will go to court.

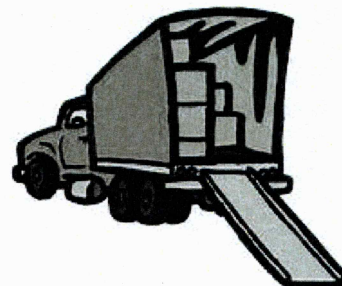
The State will make a diligent effort to settle the case prior to trial.

However, as noted earlier, the law states the State cannot amend or adjust the amount of the commissioner's award unless proper appeal is taken by either party within the time allowed.

If the appeal is settled out of court, you can expect final payment by the State within 45 days of receipt of a properly signed stipulation and settlement. If the appeal goes to trial in District Court, final payment will be made within 45 days after a final judgment. When the jury verdict is appealed to a higher court, final payment will await the disposition of that appeal.

SECTION III

Relocation Payments:



In accordance with the Federal Uniform Relocation Act and subsequent legislation, you may be entitled to relocation assistance for such things as replacement housing, closing costs, moving costs, and business reestablishment costs. An agent of the State will review your eligibility for relocation benefits.

MnDOT's relocation program is more fully explained in its booklet: "*Relocation Assistance: Your Rights and Benefits*." It describes the program and various benefits and payments available to assist displaced persons. Please request your copy of the booklet from MnDOT if you have not received one.

SECTION IV

Additional Information:



Taxpayer Identification Numbers

The Internal Revenue Service (IRS) requires the property owner to furnish the State with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) will be provided by the State.

Minnesota Well Disclosure

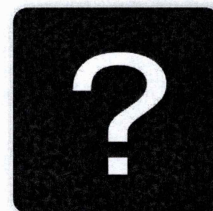
State law requires that sellers of real estate inform prospective buyers of any wells located on the property, even if those wells are not in use. If any wells are present, the seller completes a formal Well Disclosure Certificate provided by the State.

SUMMARY AND CONCLUSION



The information in this *Guide for Property Owners* is brief and general. If you desire additional information, please request assistance from the State.

All agents of the State are committed to providing better and safer highways for public use. We realize our obligation to all property owners to be respectful of your rights while carrying out the duties of highway construction. We are ready to assist you in any way that we can during this process.



If at any time you have questions, you are invited to seek the services of the State or visit the Web site at:

www.dot.state.mn.us/landmanagement



Please contact the Minnesota Department of Transportation at the following phone numbers:

District 1 - Duluth	218-725-2700
District 2 - Bemidji	218-755-6500
District 3 - Brainerd	218-828-5700
District 4 - Detroit Lakes	218-846-3600
District 6 - Rochester	507-286-7500
District 7 - Mankato	507-304-6100
District 8 - Willmar	320-231-5195
Metro District - Roseville	651-234-7500

The address for the Director of the Office of Land Management, Minnesota Department of Transportation is:

Transportation Bldg., MS 630
395 John Ireland Blvd.
St. Paul, MN 55155
General Information No. 651-366-5000

The address for the Office of the Attorney General, Transportation Division is:

445 Minnesota Street, Suite 1800
St. Paul, MN 55101-2134

When writing the department for assistance, please be sure to mention:

1. The "C.S." number (state project number):
Example: *C.S. 6982 (35=395) 907*
2. The parcel number assigned to your property:
Example: *Parcel 201; Parcel 3A; Parcel 14BB; Parcel 10; etc.*
3. Title of the condemnation action that affects your property:
Example: *"State vs. John Jones, et al"*
4. The name of the state's attorney and/or department engineer who dealt with you regarding your property.

Prepared by:
Minnesota Department of Transportation
Office of Land Management
October 2019

Guidegraphic.doc

Non-Discrimination Notice

Federal and state law prohibit discrimination on the basis of race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, and status with regard to public assistance. MnDOT is committed to ensuring that no person is subjected to discrimination on the basis of these protected classes under any and all programs, services, or activities administered by the department. Additionally, MnDOT is committed to ensuring that its programs incorporate access for people with limited English proficiency. Please contact MnDOT Office of Civil Rights at 651-366-3073 with questions or assistance related to this policy.

Limited English Proficiency Notice

To request this document in another language, please send e-mail and attach document to languageservices.dot@state.mn.us.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a languageservices.dot@state.mn.us.

Yog xav kom muab daim ntawv no sau ua lwm hom lwm, thov sau ntawv nrog daim ntawv tuaj rau ntawm languageservices.dot@state.mn.us.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga languageservices.dot@state.mn.us.



Office of Land Management
395 John Ireland Blvd.
St. Paul, MN 55155-1899

Date: April 28, 2025

The Independent School District of the City of
Duluth
Central Administration Building
215 North First Ave East
Duluth, MN 55802

State Project #: 6925-145RW
Control Section #: 6925 (61=103) 904
Project Job #: TRW239185
County: St. Louis
Parcel: 5 - Independent School District 709
Property Address: 301 N. 40th Ave. E., Duluth, MN 55804


The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 61. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is \$6,200.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,



Joseph D. Pignato, Director
Office of Land Management

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____

APPRAISAL REPORT

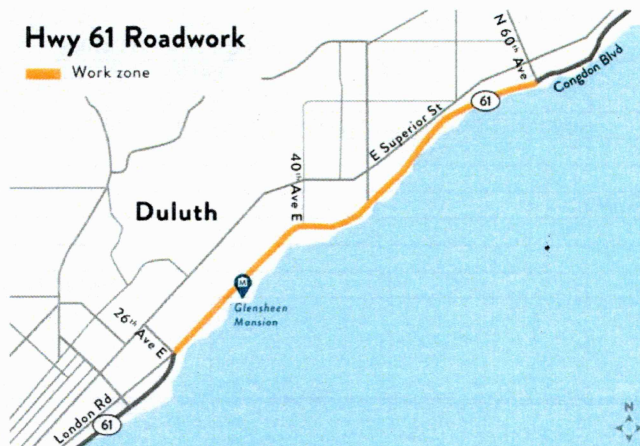
Client Information:

Minnesota Department of Transportation

Project: SP#6925-145 London Road/Hwy 61
Reconstruction Project
Control Section: 6925 (61=103) 904
Parcel: #5
County: St. Louis County
Owner: Independent School District 709
Parcel Address: 301 N 40th Ave E, Duluth, MN



Looking At Subject Improvement From N 40th Ave E



Report Prepared By:

Kelly A. Lindstrom
January 2025

Report Summary - Parcel #5

Address/Location:	301 N 40th Ave E, Duluth, MN			
Project Information:	SP#6925-145 London Road/Hwy 61 Reconstruction Project			
Property Type:	Residential			
Property Owner:	Independent School District 709			
Interests Appraised:	Fee simple estate			
Appraisal Purpose:	To provide a market value estimate of the acquisition area's fee simple interest.			
Client & Appraisal Use:	MnDOT, and/or its assigns, will utilize the report for purposes related to a proposed acquisition related to the London Road/Hwy 61 Reconstruction Project. The Minnesota Department of Transportation (MnDOT) has approved the Duluth London/Hwy 61 Road Reconstruction Project. The project will include the installation of roundabouts at the intersections of London Rd and S 26 th Ave E and N 40 th Ave E. The project will enhance intersection improvements (left turn lanes, raised pedestrian refuge islands, and lane configuration/pavement marking modifications) through the corridor. The project will also include pavement resurfacing, drainage improvements, upgrading sidewalks to ADA standards, tree removal and replacements, lighting improvements, and a Rapid-Flashing Beacon for pedestrian crossing at S 32 nd Ave E.			
Improvement Description:	School. Appraisal conducted for subject's underlying land only, along with any impacted improvements (excluding building improvements which are not expected to be impacted by the acquisition).			
Site Description:	Shape: Irregular Site Size Before (Per MnDOT): 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) ACQUISITION: Approx. 6- Year Temporary Construction Easement - 12/1/2030: 5,228 SF (0.12 AC) Site Size After: 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) Impacted Improvements: None General Topography: Level to gently sloping The subject's impacted area is not located within a flood plain Frontage: N 40 th Ave E & E Superior St			
Project Area AADT 2023:	London Rd: 17,258 (26 th Ave E) -10,834 (60 th Ave. E)			
Zoning:	R1: Residential-Traditional			
Present Use:	School			
Highest and Best Use Before and After Acquisition - Vacant & Improved	Residential as allowed within its zoning.			
Five Year Sales History:	The subject has been owned by Independent School District 709 for a period in excess of five years. The appraiser is not aware of any active listings or pending sales.			
Property Tax ID:	010-2680-00510			
Partial Legal Description:	THAT PART OF W 1/2 OF SW 1/4 LYING S OF SUP ST N OF THE D AND I R RY AND E OF A LINE 20 RODS E OF THE W LINE OF SAID FORTIES...			
Total Assessor's Market Value (For Taxes Payable 2025):	<u>ASSESSMENT YEAR</u> 2024	<u>LAND</u> \$369,700	<u>BUILDING</u> \$37,292,600	<u>TOTAL</u> \$37,662,300
Payable 2025 Property Tax:	\$0.00 (2024 Estimated Market Valuation of \$37,662,300)			
ALLOCATION OF ACQUISITION:				
Permanent Diminution in Value:				\$0.00
Plus: Temporary Construction Easement:				\$6,200.00
Plus: Cost to Cure/Acquired Items:				\$0.00
Total Estimated Damages (Rounded):				\$6,200.00
Approach to Value & Date of Valuation:	Sales Comparison Approach as of January 16, 2025			
Appraiser(s):	Kelly A. Lindstrom Certified General Appraiser, MN 20315256 Nicholas K. Lindstrom Residential Appraiser - Trainee, MN 40897797			

Property Inspection

Kelly A. & Nicholas K. Lindstrom inspected the subject property on January 16, 2025, as shown by the photographs following the St. Louis County GIS Aerial Map.

St. Louis County GIS Aerial Map



Subject Photographs



Looking At Subject Improvement From N 40th Ave E



Looking Northerly from Southeastern Edge of Acquisition



Looking Southerly along Acquisition Area from Subject Access

Acquisition and Parcel Sketch

The property is expected to be impacted by the acquisition that includes a 5,228 SF temporary construction easement related to the London Rd/Hwy 61 Reconstruction Project. The temporary construction easement is expected to encumber the area for an approximate 6-year period (January 16, 2025, through December 1, 2030). Any structural improvements on the site, and conformity of the improvements, will not be impacted by the project. Please see the following parcel sketches indicating the proposed acquisition area.

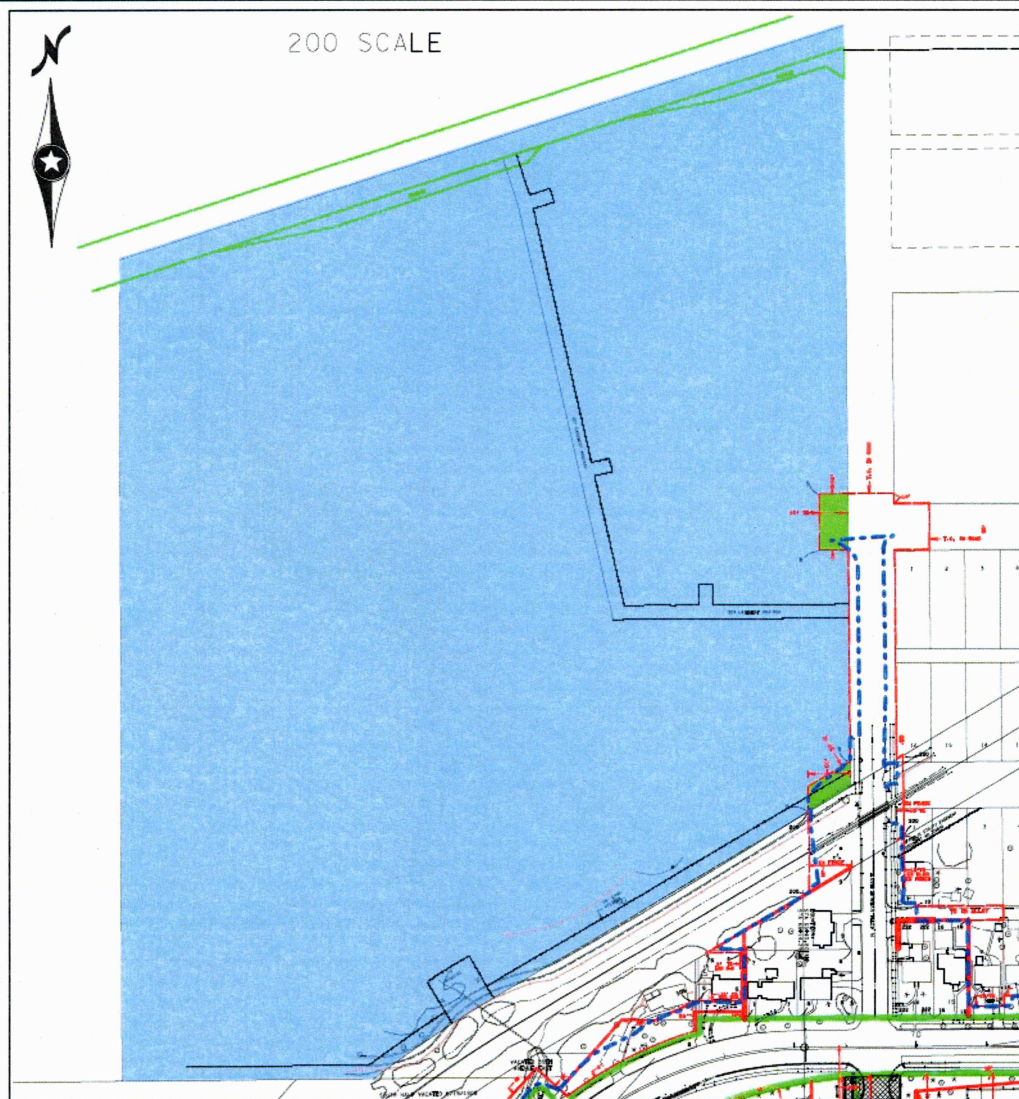


RIGHT OF WAY PARCEL LAYOUT

Control Section: 6925 (61=103) 904
State Project: 6925-145RW
Owner: Independent School District 709

County: St. Louis

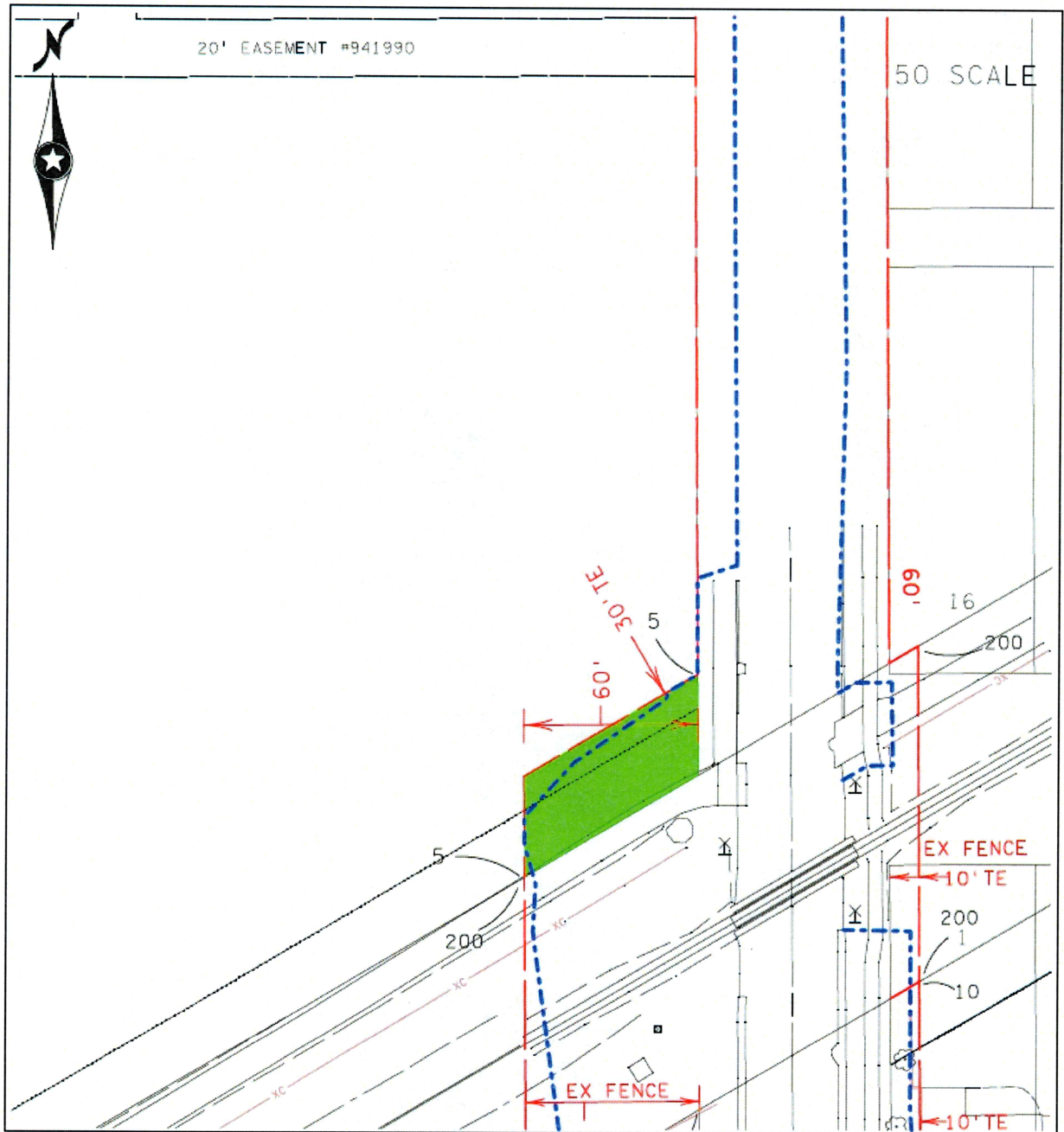
Parcel Number: 5
Sheet 1 of 1
Scale 1 inch = 200 ft.



Layout sketch by Delroy Klemetsen

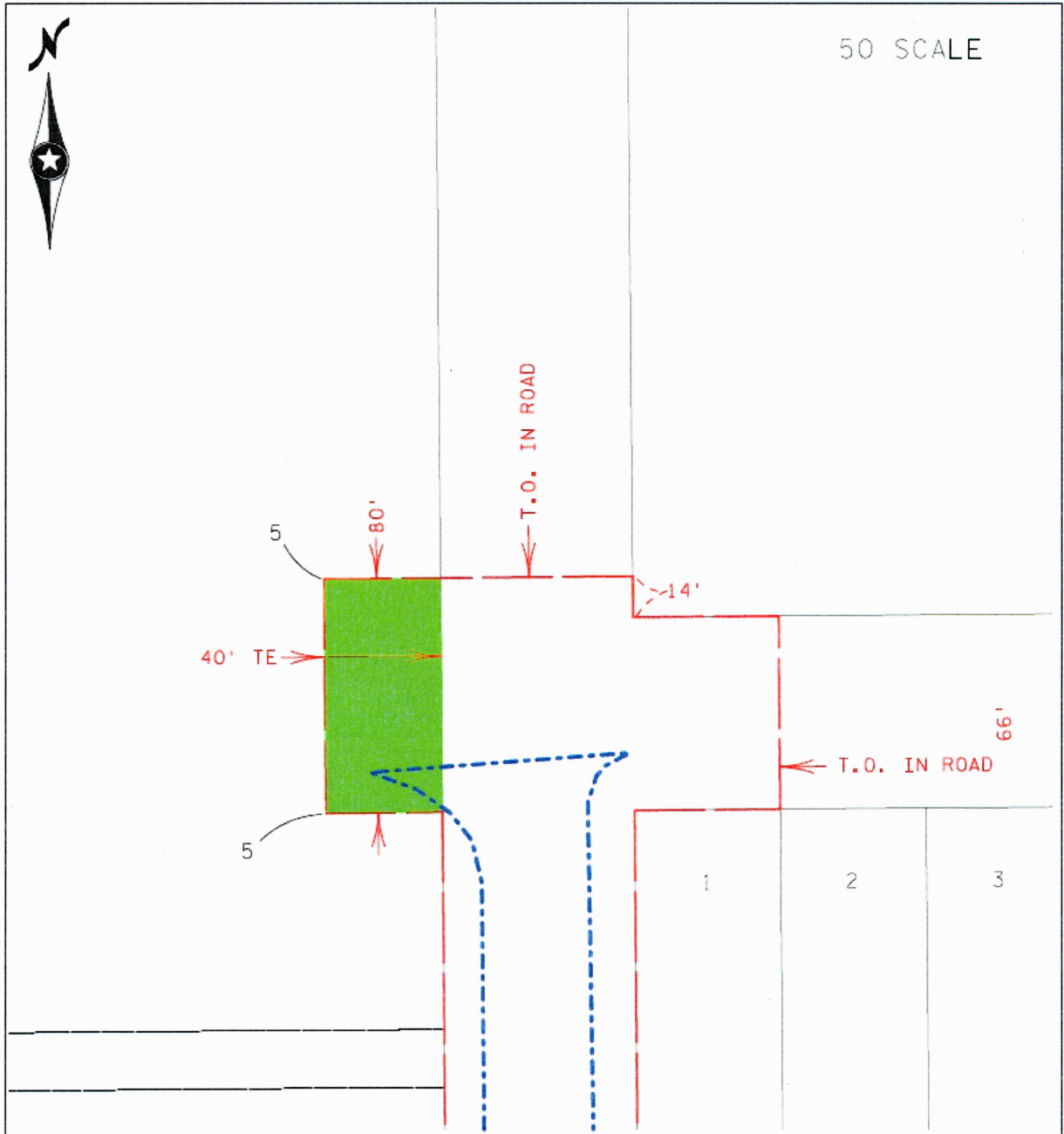
Created on September 27, 2024

Parcel #5 Independent School District 709



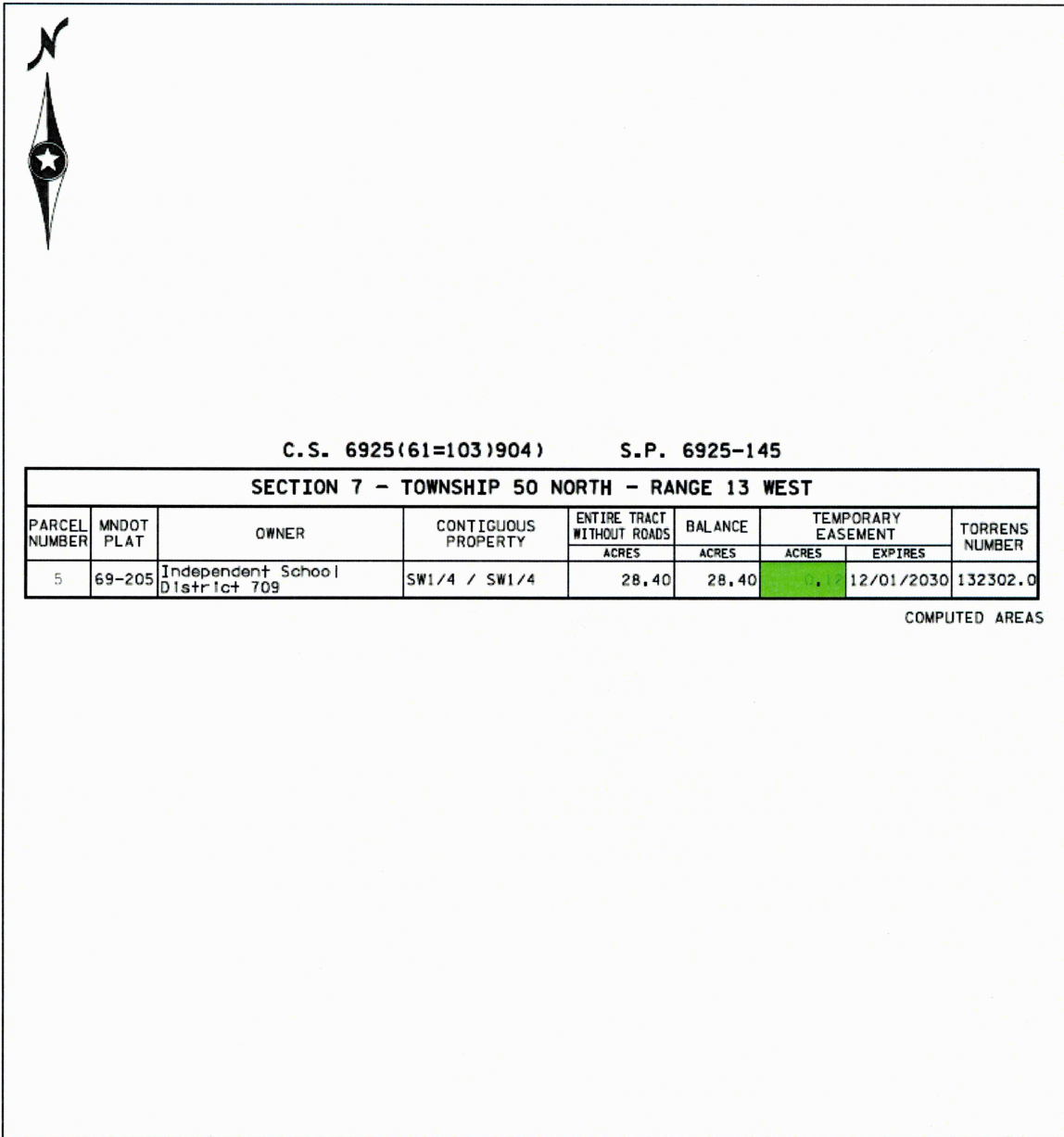
Layout sketch by Delroy Klemetsen

Created on September 27, 2024



Layout sketch by Delroy Klemetsen

Created on September 27, 2024



Layout sketch by Delroy Klemetsen

Created on September 27, 2024

Acres to Square Feet Conversion is 1 Acre = 43,560 SF

Legal Description

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

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 ASSUMPTIONS AND LIMITING CONDITIONS

 LICENSES

Kelly Lindstrom, Certified General Appraiser
10779 Falling Water Lane, Unit #C
Woodbury, MN 55129
651-230-4440

March 25, 2025

Mr. John Hinzmann, Principal Land Surveyor
Minnesota Department of Transportation
1123 Mesaba Ave,
Duluth, MN 55811

RE: Appraisal Report for Parcel #5
Property Owner: Independent School District 709
SP#6925-145RW London Road/Hwy 61 Reconstruction Project

Dear Mr. Hinzmann:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property. The appraisal estimates the fee simple market value of a proposed acquisition located along the roadway frontage of the subject property as of January 16, 2025 (the date of the most recent property inspection) subject to the certification and the assumptions and limiting conditions herein stated. As structural improvements are not expected to be physically or monetarily impacted by the acquisition, this is a strip taking appraisal, whereby only the area being impacted will be appraised together with affected site improvements, if any. Strip taking appraisals are most often used in nominal taking cases in which the remainder's highest and best use is not affected and a before and after appraisal is not economically practical.

The proposed acquisition includes an approximate 6-year temporary construction easement (expiring 12/1/2030) related to SP#6925-145RW London Road/Hwy 61 Reconstruction Project. **The subject property's large size for its location is atypical in the Duluth single-family housing market. To provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

After careful consideration of all the pertinent factors influencing fair market value, it is my opinion that the market value of the proposed acquisition, in fee simple estate, as of January 16, 2025 (the date of the most recent property inspection) is **\$6,200.00**.

This appraisal report has been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of The Appraisal Foundation, Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and (Mn/DOT) Right-of-Way (R/W) Manual, Section 200. All statements of fact contained in this report upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct to the best of my knowledge.

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,



Kelly Lindstrom, Resident Appraiser - Certified General (Minnesota License # 20315256)
Parcel #5 Independent School District 709

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project

Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Kelly Lindstrom, Certified General Appraiser, personally inspected the property herein appraised. The property owner, Independent School District 709, did not accompany the appraiser on the property inspection. She has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until we are required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

That use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Kelly Lindstrom, have completed the Standards and Ethics Education Requirement as a practicing affiliate of the Appraisal Institute.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Kelly A. Lindstrom
Certified General Appraiser; Minn. # 20315256

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project
Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Nicholas K. Lindstrom inspected the property herein appraised from the existing right of way. He has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

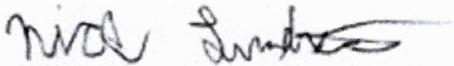
That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until I am required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Nicholas K. Lindstrom
Resident Appraiser - Trainee
Minn. # 40897797

Discussion of Assignment and Conditions

MnDOT (client and intended user) requested that we perform an appraisal to determine the fair market value of the proposed acquisition that includes a 5,228 SF temporary construction easement along the subject's roadway frontage as indicated on the inspection photos and parcel sketches contained within this report.

Reporting Requirements

This report is designed to comply with the reporting requirements of Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice that addresses report specifications. The appraisal is presented in an "Appraisal Report" format, as described in 2024-2025 USPAP Standards Rule 2-2 (a). Supporting documentation not contained in the report is retained in the appraiser's work file. Only summary discussions of the data, reasoning, and analyses are contained herein as required by USPAP and as allowed by MN/DOT requirements, detailed in the Right of Way Manual.

Intended Use of the Report (Purpose and Function of the Report)

The intended use (purpose) of this appraisal is to provide an opinion of the fair market value of the acquisition(s) for MnDOT who intends to use this report (function) for purposes related to the London Road/Hwy 61 Reconstruction Project.

Date of Valuation

The date of valuation is the date of the property inspection, January 16, 2025.

Extraordinary Assumptions

An extraordinary assumption is something specific to the assignment that is assumed to be true but is not certain. If it turns out to be untrue, the value conclusion would be impacted. It is different than a general assumption, which could be applicable to any assignment. **The subject property's large size for its location is atypical in the Duluth single-family housing market. In order to provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** We relied on information provided and made available by the client and public records as to the subject's and comparable sales' sizes and characteristics not readily apparent during the property inspections. If this information is incorrect, valuation conclusions could be impacted. **We relied on the property inspection and parcel sketch information and notations indicating acquisition sizes/locations and specific impacts, if any, that will impact the subject.** If additional improvements are impacted, value conclusions could be impacted. The following general assumptions have been made related to the proposed project:

1. There will be no interruption of access to the subject resulting from the project.
2. There will be no damages to subject improvements unless stated within this report, impacted items within the existing right of way are not compensable within the scope of this report.

3. The areas of the driveways, mailboxes, and maintained grasses will be repaired or replaced in a similar fashion to that prior to the project.
4. Any temporary easement acquisition area is being returned to its pre-acquisition elevation with no significant slope changes.

If any of these assumptions are incorrect, value conclusions may be impacted. No additional extraordinary assumptions were utilized in this report unless otherwise noted.

Hypothetical Conditions

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. The subject property was valued as vacant land, as any existing structural improvements are not expected to be impacted. If this information is incorrect, valuation conclusions would be impacted. No hypothetical conditions were utilized in this report.

Competency

The appraisers certify that they have the knowledge and experience to complete this appraisal assignment competently.

Property Rights Appraised

The subject property is appraised by estimating the market value of the fee simple interest of the subject's underlying land. Fee Simple Interest, as considered throughout this report is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power and escheat".

Exposure Time and Marketability

Exposure Time and Marketing Time are defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

Exposure Time: *"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."*

Marketing Time: *"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."*

The market values are based on the property having approximately three to nine months of exposure time prior to the effective date of the appraisal. The marketing time of the subject property is considered to be approximately three to six months.

Market Value

Market Value is defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and each is acting in what they consider their best interest;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Market value, unless otherwise noted, shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

Approaches to Value

A property's value can be estimated through three approaches to value. The three approaches are based on the market's interpretations of value, and they are the Cost Approach, the Income Approach, and the Sales Comparison Approach. Only the Sales Comparison Approach has been fully developed for this assignment and utilized similarly zoned vacant land sales obtained from listing services and County Records. The cost approach was utilized to value any impacted landscaping and improvements located within the acquisition area.

Scope of Appraisal (Appraisal Methodology)

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report:

1. Client
2. Intended use
3. Intended user
4. Type of opinion
5. Effective date of opinion
6. Relevant characteristics about the subject

The appraisal task is to estimate the subject's market value of the acquisition as of the effective date of this report.

Appraisal Methodology Summary

The following data and concepts pertaining to the subject property have been examined and analyzed.

- Physical characteristics of the real property including:
 1. Inspection of subject on January 16, 2025, in order to gather information about the subject's characteristics as relevant to the valuation.
 2. Review of county aerial and Google Earth aerial images.
 3. Analysis and observations of the local market and the subject's location and place within this local market.

- Non-physical characteristics of the real property including:
 1. Property rights
 2. Legal description
 3. Existing easements of record
 4. Tax and assessment data
 5. Zoning data
 6. Future land use data

- Observations and data regarding the subject's market and indicators within this market (by reviewing sales of similar properties from the Assessor's Office and comparable data listing services) including:
 1. Comparative analysis of factors considered relevant that influence value.
 2. Supply and demand generators of the market.
 3. Financing options available within the market.
 4. Perception of the future market.

- Utilizing the above data and concepts, the following analyses occurred:
 1. Highest and best use of the subject property.
 2. All three approaches to value were considered, given the subject is being valued as vacant, the sales comparison approach was considered applicable and therefore utilized.
 3. After gathering, verifying through public record searches and independent verifications with transaction participant(s) and analyzing the relevant data, the estimated market value was concluded for the subject property as if vacant.
 4. Reconciliation of approaches and final estimate of value.

- This Appraisal Report was prepared and summarizes the data, work performed, analysis, and conclusions.

Economic Market Data

The City of Duluth enjoys a relatively stable economy supported by strong infrastructure including major roadways that provide easy access to the major cities of Minneapolis and St. Paul. The city’s economy is considered to be a stand-alone economy as the majority of its residents seek employment inside its city borders, primarily in the business/industrial districts of Duluth. Analysis of data reveals a trend of development with a reasonably stable real estate market.

Neighborhood Description

The subject abuts N 40th Ave E & E Superior St along its frontage. N 40th Ave E runs in a generally Northerly-Southerly direction, while E Superior St runs in a generally Northeasterly-Southwesterly direction in the subject's area on the western side of Lake Superior. The subject's immediate neighborhood is primarily residential, with some commercial and industrial properties to the southwest of 26th Ave E.

Zoning

The subject is zoned R1: Residential-Traditional. There are many permitted and conditional uses allowed within the district; a copy of the zoning is retained in the appraisers work file.

TABLE 50-14.5-1 R-1 DISTRICT DIMENSIONAL STANDARDS		
LOT STANDARDS		
Minimum lot area per family (One-family) ^{(1) (2)}		The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face
Minimum lot area per family (Two-family) ^{(1) (2) (3)}		The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face
Minimum lot area per family (Townhouse) ⁽¹⁾		3,000 sq. ft.
Minimum lot frontage (one-family) ⁽¹⁾		The smaller of 40 ft. or average of developed lots with similar uses on the block face
Minimum lot frontage (two-family and townhouses) ⁽¹⁾		The average of developed lots with similar uses on the block face, but not less than 40 feet.
STRUCTURE SETBACKS		
Minimum depth of front yard		The smaller of 25 ft. or average of adjacent developed lots facing the same street
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less with 50 ft, but more than 25 ft frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)		10 ft. if adjacent to another lot
		25 ft. if adjacent to platted street
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard		25 ft.
STRUCTURE HEIGHT		
Maximum height of building		30 ft.

⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation.

⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2.

⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5

Section 50.21 Dimensional standards contains additional regulations applicable to this district.

Currently, the zoning ordinance does not deduct easement feet when determining eligibilities. It is highly unlikely that the subject parcel would be rezoned as it is currently zoned as guided in Comprehensive Land Use Plan. The subject, as it exists, is a legal lot of record and is considered a conforming use. It is considered conforming as to site size and conforming as to setback requirements, before and after acquisition.

Other Legal Restrictions

We are not title experts and have depended upon information provided by the client regarding the location of the existing right-of-way (based on the mapping provided) and any easements within the acquisition area(s). We are not aware of any additional atypical encumbrances or restrictions that may be placed on the existing property that would affect the subject's value.

Highest and Best Use-Before & After Acquisition

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use is further differentiated, within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as vacant and as improved:

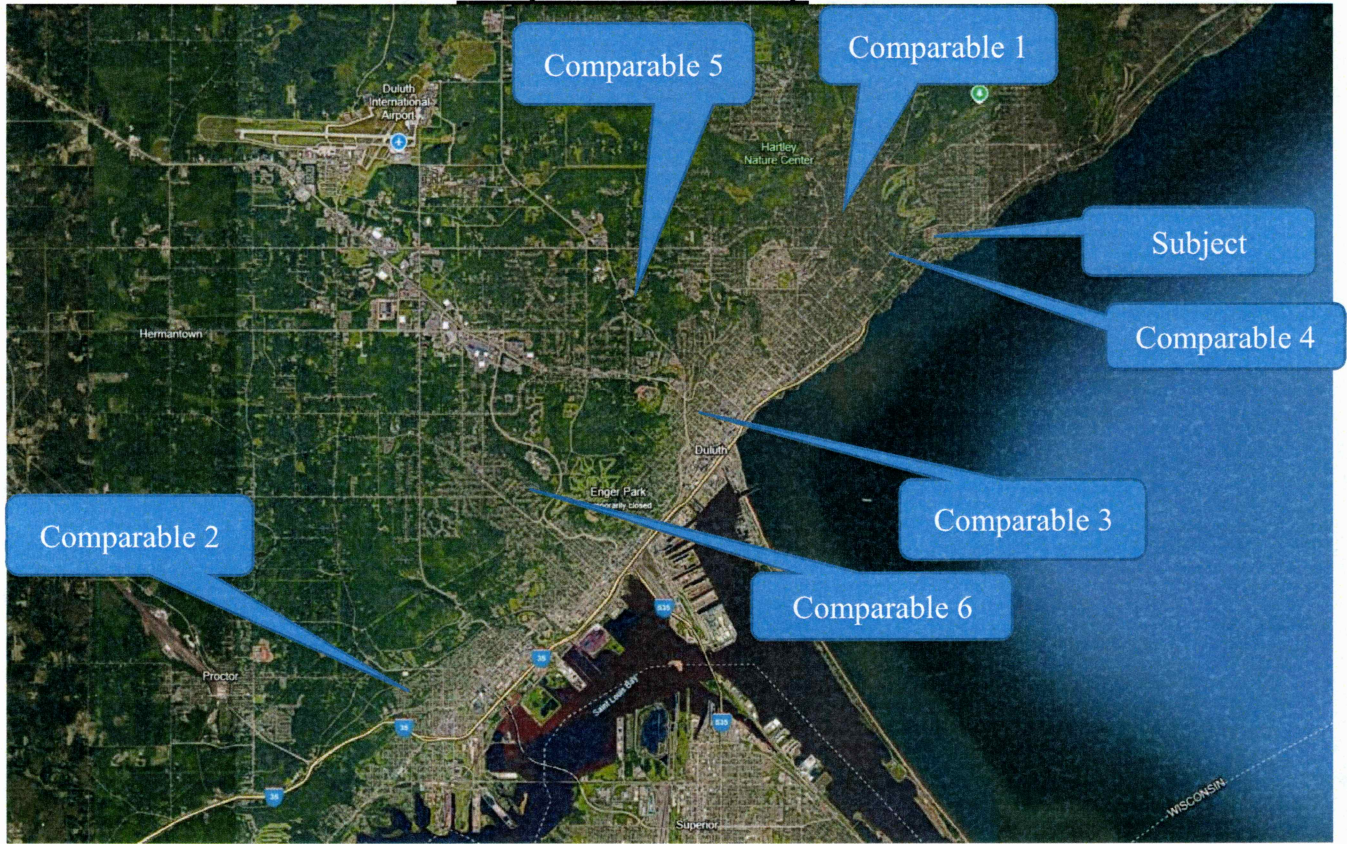
Highest and best use of land or site as though vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and best use of property as improved: The use that should be made of a property, as it exists. An existing improvement should be retained as is, so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and construction a new one.

The four tests of highest and best use are: physically possible, legally permissible, financially feasible, and maximally productive.

The highest and best use, as vacant and as improved, is not impacted by the acquisition. Given the contributory value, based on the assessed value, of the improvements to the underlying land, the highest and best use, as improved, is continued use as improved. The highest and best use, as vacant and as improved, is for residential development as allowed by its zoning.

Comparable Sales Map



Sales Comparison Chart

	SUBJ.	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
PID Address	010-2680-00510 301 N 40th Ave E	010-1850-00690 XXX Dunedin Ave	010-2660-03560 8XX N. 62nd Ave W	010-1350-01580 122 E 8th St	010-0710-00170 XXXX E 4th St	010-0315-00250 XXXX Chinook Dr	010-2890-00800 XXX Appalachian St
City	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth
Buyer / Seller		Jill Petracek/ Daniel J. & Mika Kinney	Joseph Radig/ Rodney & Theresa Cummings	Kyle D. Landwehr/ Dennis J. Niskanen	David M Gould & Darcy J. Widmayer/ Darrel T. & Carol A. Musick	Gaining Ground Assets Limited Partnership/ Kevin Ehrenreich	Jeremy & Marsha Jones/ Linda & James Gross
Sale Price		\$20,000	\$25,000	\$50,000	\$65,000	\$38,000	\$42,000
Spec. Conditions		None	None	None	None	None	None
Financing/ Terms		Typical	Typical	Typical	Typical	Typical	Typical
Motivations		Typical	Typical	Typical	Typical	Typical	Typical
Date of Sale/ Mkt. Conditions 5%/Year		4/2024 3.78%	4/2024 3.78%	3/2023 9.20%	5/2023 8.36%	3/2024 4.20%	4/2024 3.78%
Adjusted Sale Price		\$20,756	\$25,945	\$54,600	\$70,434	\$39,596	\$43,588
Price Per SF		\$2.53	\$2.75	\$5.17	\$4.67	\$1.70	\$1.61
Size SF	1,237,104 (Valued as 12,176)	8,210 -	9,420 -	10,557 =	15,094 =	23,353 +	27,129 +
Zoning	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional
Utilities	Municipal	Similar	Similar	Similar	Similar	Similar	Similar
Shape/ Topography	Irregular/ Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping
Comparability		-	-	-	-	-	-
Location	Duluth	Duluth ++	Duluth ++	Duluth =	Duluth =	Duluth ++	Duluth ++
Overall Comparability		= Approximately	= Approximately	- Less Than	- Less Than	++ Greater Than	++ Greater Than
Estimated Value \$/SF		\$2.53/SF	\$2.75/SF	\$5.17/SF	\$4.67/SF	\$1.70/SF	\$1.61/SF

Adjustments:

Date of Sale/Market Conditions: Sales were researched from 2021-2024, with the most similar sales selected for analysis. In a typical market, adjustments are generally made to reflect the passage of time to reflect either the appreciation (an upward adjustment) or depreciation (a downward adjustment) reflected in the marketplace over a period. All Sales Closed within 2023-24, and an upward adjustment of 5%/year is applied to all comparable sales, commensurate with their sale dates.

Site Size: The subject is being valued on a per square foot/SF basis, the assumption being that lots of approximately the same size will have a similar value on a square foot basis with larger sites commanding a discount and smaller sites commanding a premium. The adjustment for the comparable sales is applied commensurate with their market perceived variance in terms of size in the final reconciliation.

Zoning: All comparable sales and the subject are considered similar in zoning and allow for residential development; no adjustments applied.

Utilities: The subject has access to municipal water / sewer. All Comparable Sales are similar, no adjustment is applied.

Shape/Topography: Comparable sales and the subject are considered reasonably similar in general topography and conducive to development, but the subjects irregular shape is considered inferior to development in comparison to the comparable sales rectangular shape, which is the preferred shape in the residential marketplace.

Location: The comparable sales are adjusted due to neighborhood and proximity to Lake Superior. The London Road neighborhood and the subject's proximity to Lake Superior is considered highly desirable in the residential marketplace, while it's close to proximity to the railroad tracks on the north side of the property and the subsequent noise pollution caused by the passing of trains is considered an inferior locationally. All Comparable Sales are considered to be inferior to the subject locationally.

Reconciliation of the Subject's Land Value and Estimate of Acquisition Value

After adjustments have been considered, an indicated value range of the subject's per square foot (SF) value is believed to be between approximately \$2.53-2.75/SF, given it is most similar to Comparable Sales One and Two. All comparable sales were considered with the greatest weight placed on the adjustments made for the subject's size and location. The subject is considered to have a likely value in the marketplace of \$2.75/SF. Due to the acquisition being a temporary construction easement, there is believed to be no permanent diminution in the subject's property value.

Temporary Easement Valuation

The property is subject to a proposed temporary construction easement that will encumber an area of 5,228 SF for an approximately 6-year period (January 16, 2025, through December 1, 2030). The temporary construction easement is valued as if the land were rented at an appropriate land capitalization rate for the duration of the

encumbrance. We applied a land capitalization rate of 8%, as the property owner will be responsible for real estate taxes through the lease period.

Encumbered Land Area:	5,228 SF
Multiply By Indicated Market Value/SF:	X <u>\$2.75/SF</u>
Estimated Value of Encumbered Land:	\$14,377.00
Multiply by Land Capitalization Rate:	X <u>8%</u>
Annual Rental Value:	\$1,150.16
PV Factor (6-Yrs Discounted at 5%/Yr):	X <u>5.33</u>
	\$6,130.35
Temporary Easement Value (Rounded):	\$6,200.00

Acquired Items/Cost to Cure Valuation

Any impact to existing driveways and maintained yards will be repaired/replaced as part of the project. There are believed to be no impacted items through the project.

The acquired items/cost to cure valuation has an estimated value of \$0.00.

FINAL ESTIMATE OF DAMAGES

The appraisers' final summation of the acquisition, as of January 16, 2025, is presented as follows:

Permanent Diminution in Value:	\$0.00
Temporary Construction Easement:	\$6,200.00
Cost to Cure/Acquired Items:	<u>\$0.00</u>
Total Estimated Damages (Rounded):	\$6,200.00

ADDENDA

Comparable Images



Comparable One: eCRV #1635755



Comparable Two: eCRV #1635530



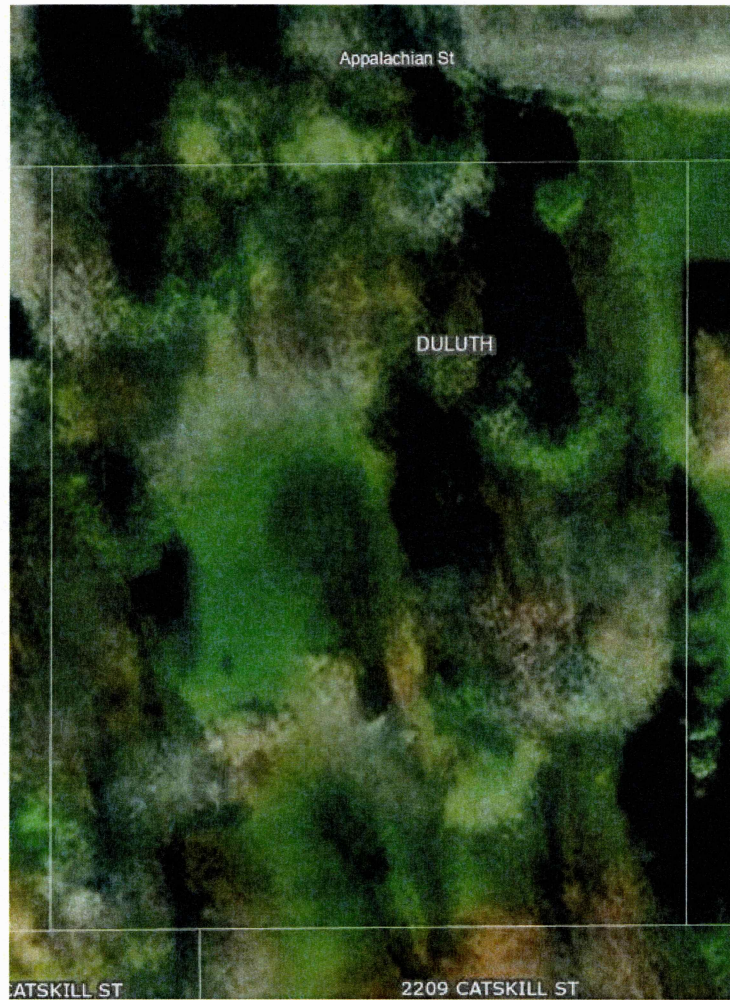
(St. Louis County GIS has property labelled as 124 E 8th St, eCRV has property listed as 122 E 8th St)
Comparable Three: eCRV #1518455



Comparable Four: eCRV #1540916



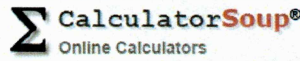
Comparable Five: eCRV #1632001



Comparable Six: eCRV #1640305

Present Value of Cash Flow Sample

Present Value of Cash Flows Calculator



[Basic Calculator](#)

[Calculators](#) > [Financial](#) > [Time Value of Money](#) > Present Value of Cash Flows Calculator

Present Value of Cash Flows Calculator

Present Value of Cash Flows

Interest Rate: %
discount rate per Period

Compounding:
times per Period

Cash Flows at:
of each Period

Number of Lines:

Line	Periods	Cash Flows
1	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
2	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
3	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
4	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
5	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>
6	<input style="width: 20px;" type="text" value="1"/> @	<input style="width: 80px;" type="text" value="1.00"/>

Calculate the present value (PV) of a series of future cash flows. More specifically, you can calculate the **present value of uneven cash flows** (or even cash flows). To include an initial investment at time = 0 use [Net Present Value \(NPV\) Calculator](#).

Calculator Inputs

Periods

This is the frequency of the corresponding cash flow. Commonly a period is a year or month. However, a period can be any repeating time unit that payments are made. Just be sure you are consistent with weeks, months, years, etc for all of your inputs.

Rate per period

This is your discount rate or your expected rate of return on the cash flows for the length of one period.

Compounding

is the number of times compounding will occur during a period. You might have a yearly rate and compounding is 12 times per yearly period, monthly.

Payments at Period Beginning or End

Choose if payments are made at the beginning of each period (like an annuity due in advance) or at the end of each period (like an ordinary annuity in arrears)

Cash Flows

The cash flow (payment or receipt) made for a given period or set of periods

Answer:

For the Cash Flow Series
PV = \$5.33

Cash Flow Stream Detail

Period	Cash Flow	Present Value
1	1.00	1.00
2	1.00	0.95
3	1.00	0.91
4	1.00	0.86
5	1.00	0.82
6	1.00	0.78
Total:		5.33

[How could this calculator be better?](#)

[Get a Widget for this Calculator](#)

© CalculatorSoup

<https://www.calculatorsoup.com/calculators/financial/present-value-cash-flows-calculator.php>

Zoning

50-14 Residential Districts

50-14.5 Residential-Traditional (R-1).

A. Purpose.

The R-1 district is established to accommodate traditional neighborhoods of single-family detached residences, duplexes and townhouses on moderately sized lots. This district is intended to be used primarily in established neighborhoods. Many of the dimensional standards in this district require development and redevelopment to be consistent with development patterns, building scale, and building location of nearby areas. Uses are allowed as shown in Table 50-19.8;

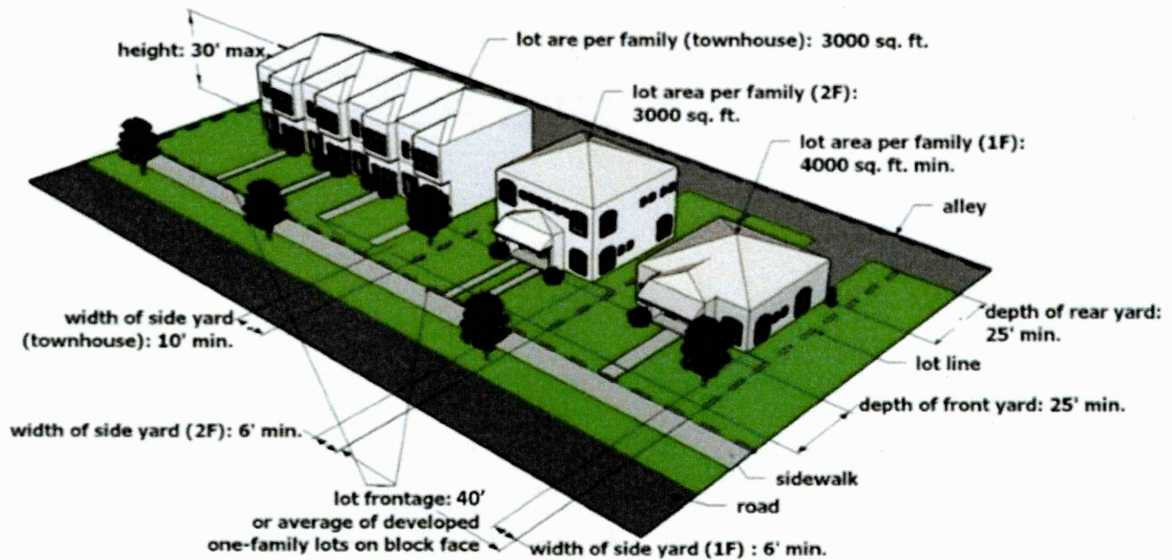
TABLE 50-14.5-1 R-1 DISTRICT DIMENSIONAL STANDARDS		
LOT STANDARDS		
Minimum lot area per family (One-family) ^{(1) (2)}		The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face
Minimum lot area per family (Two-family) ^{(1) (2) (3)}		The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face
Minimum lot area per family (Townhouse) ⁽¹⁾		3,000 sq. ft.
Minimum lot frontage (one-family) ⁽¹⁾		The smaller of 40 ft. or average of developed lots with similar uses on the block face
Minimum lot frontage (two-family and townhouses) ⁽¹⁾		The average of developed lots with similar uses on the block face, but not less than 40 feet.
STRUCTURE SETBACKS		
Minimum depth of front yard		The smaller of 25 ft. or average of adjacent developed lots facing the same street
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less than 50 ft, but more than 25 ft frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)		10 ft. if adjacent to another lot
		25 ft. if adjacent to platted street
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard		25 ft.
STRUCTURE HEIGHT		
Maximum height of building		30 ft.
⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation. ⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2. ⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5 Section 50.21 Dimensional standards contains additional regulations applicable to this district.		

B. Example.



C. Illustration.

R-1 Example Lot Layout



(Ord. No. 10044, 8-16-2010, § 6; Ord. No. 10096, 7-18-2011, § 7; Ord. No. 10225, 5-28-2013, § 1; Ord. No. 10337, 11-24-2014, § 1; Ord. No. 10421, 11-9-2015, § 1; Ord. No. 10659, 10-28-2019 §1)

Assumptions and Limiting Conditions

The certification of this appraisal report is subject to the following assumptions and limiting conditions:

1. The subject's improvement(s), if any, are not expected to be impacted by the acquisition, as such; this appraisal values the subject property (land only).
2. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the marketability of the title.
3. The property is assumed to be under responsible ownership and management.
4. The property is appraised as though clear and free of any liens, encumbrances, or indebtedness, unless stated otherwise.
5. To the best of this appraiser's belief, the information contained in this report is true and reported correctly. The information in this report, while not guaranteed, has been taken from sources or records believed to be reliable.
6. The Appraiser assumes that there exist no hidden defects with the site, sub-soil, or improvements, which would render it more or less valuable.
7. Disclosure by the Appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. The Appraiser is not required to appear in court or give testimony because of having made this report, unless arrangements have been made in advance.
9. This report, or any portions thereof, will not be distributed, or otherwise disseminated, to anyone other than the person whom commissioned this or those involved in the certification, except as required by law.
10. This entire appraisal report must be considered as a whole and any excerpts or portions from this report cannot be considered separately.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, as well as applicable zoning regulations and restrictions, unless otherwise stated in this report.
12. It is assumed that all required licenses, consents or other authority from any local, state, or federal governments has been obtained or can be renewed.
13. It is assumed that the subject improvements, if any, are within the stated boundaries, and that there are no encroachments on neighboring property, or

neighboring encroachments on the subject property, unless otherwise stated in this report.

14. The existence of potentially hazardous material such as urea-formaldehyde foam insulation, asbestos, and existence of toxic water, toxic waste, or radon gas may have an effect on the value of the property. The Appraiser is not qualified to determine if such substances are present. The client may wish to consult an expert in this field.
15. Acceptance of or use of this appraisal report constitutes an understanding of and acceptance of these assumptions and limiting conditions.

STATE OF MINNESOTA



KELLY ANN LINDSTROM
LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
KELLY ANN LINDSTROM

LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 20315256

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 06, 2023.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

STATE OF MINNESOTA



Department of Commerce

NICHOLAS KYLE LINDSTROM
2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
Nicholas Kyle Lindstrom

2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of
Resident Appraiser : Trainee

License Number: 40897797

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect
until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this December 27, 2023.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

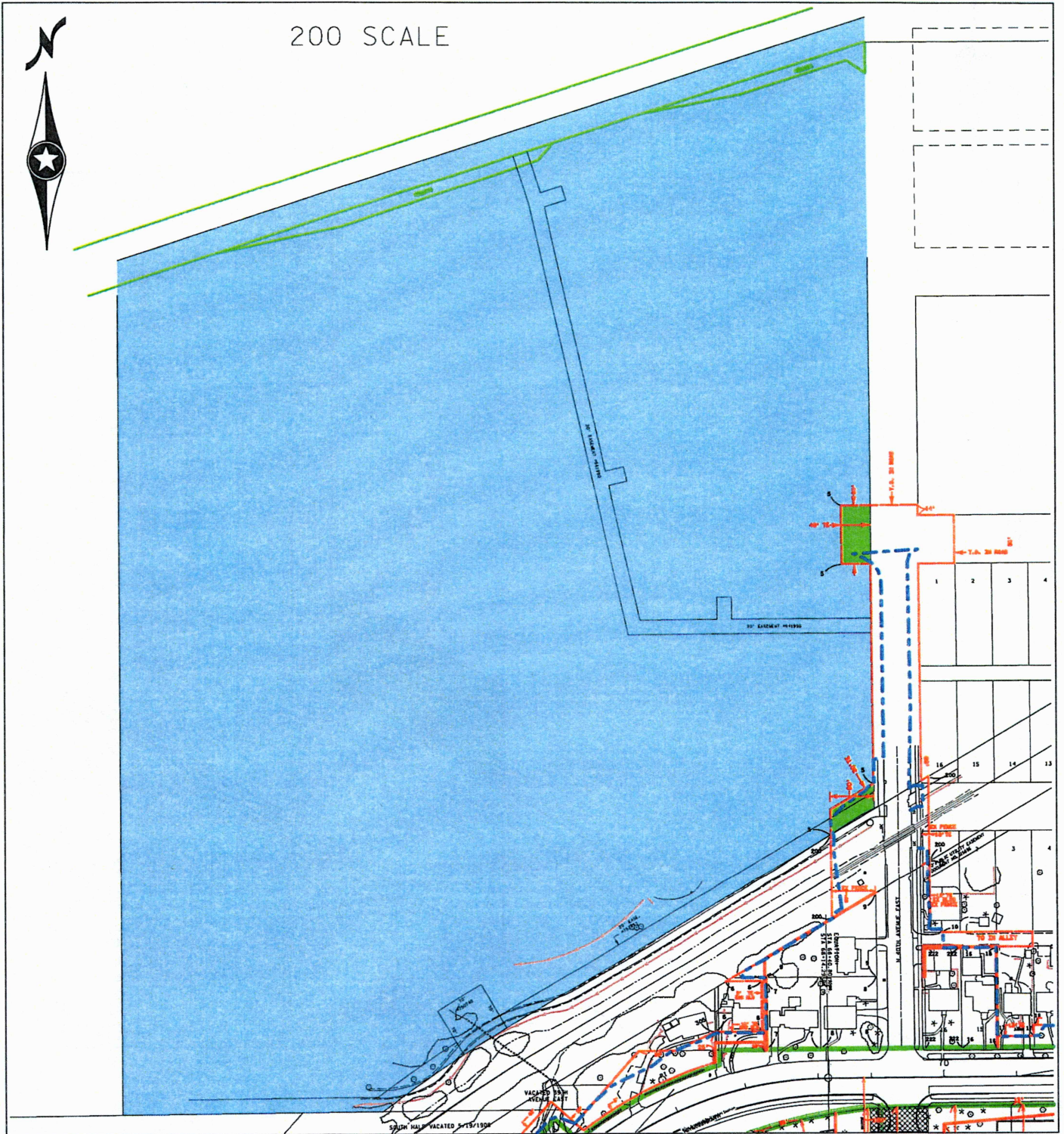
Notes:

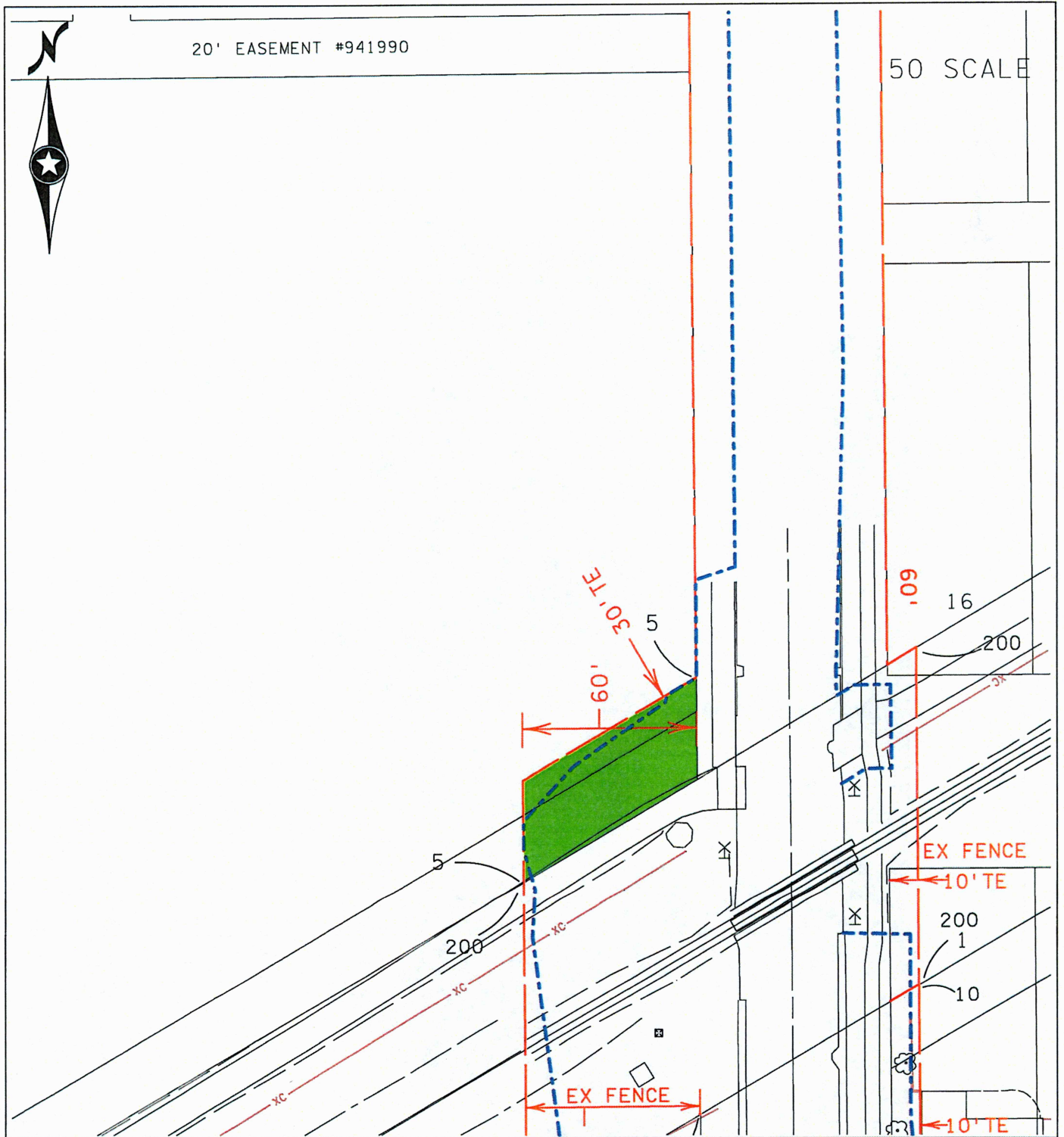
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- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

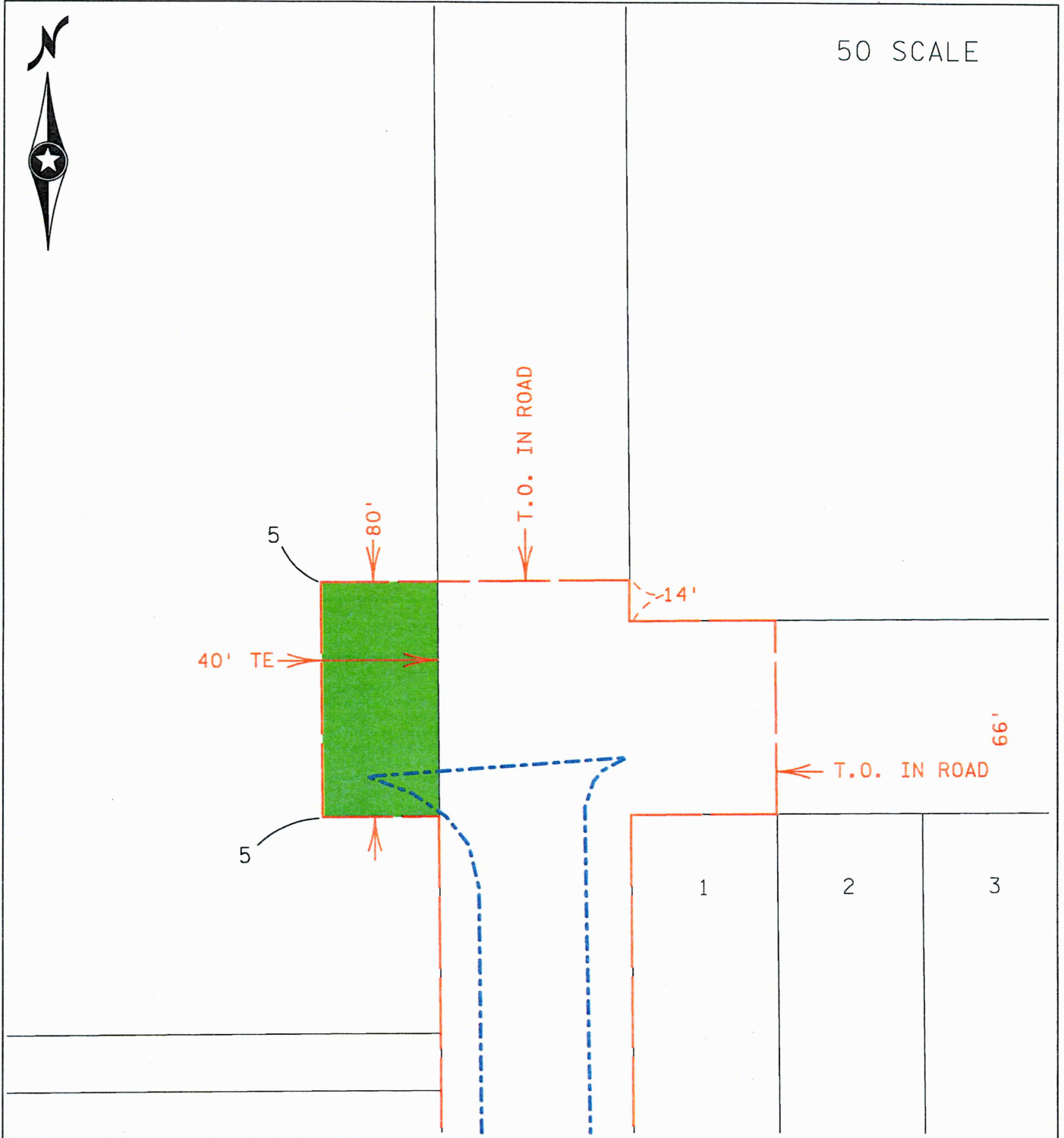
Control Section: 6925 (61=103) 904
State Project: 6925-145RW
Owner: Independent School District 709

County: St. Louis

Parcel Number: 5
Sheet 1 of 1
Scale 1 inch = 200 ft.









C.S. 6925(61=103)904 S.P. 6925-145

SECTION 7 - TOWNSHIP 50 NORTH - RANGE 13 WEST

PARCEL NUMBER	MNDOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	BALANCE	TEMPORARY EASEMENT		TORRENS NUMBER
				ACRES	ACRES	ACRES	EXPIRES	
5	69-205	Independent School District 709	SW1/4 / SW1/4	28.40	28.40	0.12	12/01/2030	132302.0

COMPUTED AREAS

December 2, 2024
6925-904-5

SL
BIA
AS

Parcel 5 C.S. 6925 (61=103) 904

S.P. 6925-145RW

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The Commissioner of Transportation is hereby certifying this plat, designating the definite location of, and assigning the Commissioner's Order for, those portions of Trunk Highway No. 61 as shown on this plat, pursuant to Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

It is further ordered that the Commissioner of Transportation's Orders covering any existing right of way, outside of the plat boundary, shall remain in full force and effect until such time the existing right of way Orders are rescinded.

It is further ordered that it is necessary to acquire all trees, shrubs, grass and herbage within the right of way of said Trunk Highway, and to keep and have the exclusive control of the same.

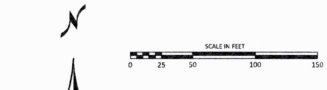
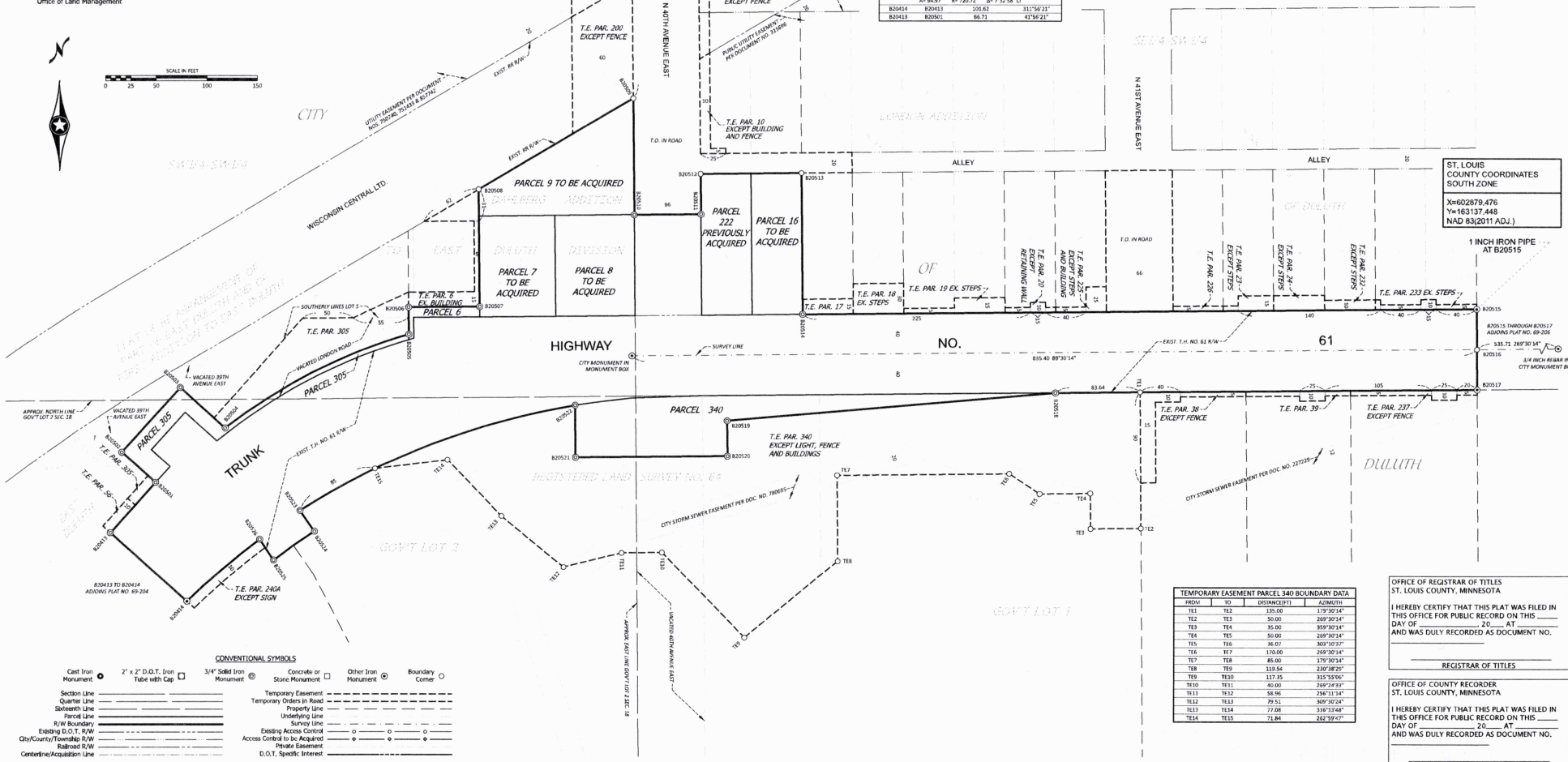
Commissioner's Order No. 100875 Location Plat No. 69-205 Nature of Interest: Definite location, width, access, and temporary easement.

Certified: Nancy Daubenberg, Commissioner of Transportation. Digitally signed by Geoffrey Bitner. Commissioner of Transportation. Digitally signed by Geoffrey Bitner. Date: 2025.01.17 10:23:31 -0500.

I hereby certify that this plat was surveyed and prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota; that all measurements are correctly shown on this plat; that the parcel(s) are correctly delineated on this plat; that the proposed right of way boundary lines are correctly designated on this plat; that Certificates of Location for the Public Land Survey Corner monuments as shown on this plat have been or will be filed in accordance with Minnesota Statute 381.12; and that this plat meets the requirements of Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

Certified: INTENTIONALLY BLANK. By Geoff Bitner, L.S., Office of Land Management. License No. 44120. Date: _____

FROM	TO	DISTANCE(F)	AZIMUTH
B20501	B20502	42.90	311°56'21"
B20502	B20503	86.24	43°56'21"
B20503	B20504	59.83	131°56'21"
B20504	B20505	C.L.=204.86	C.A.=43°02'58"
A=206.40 R=365.52 Δ=27°52'41" 61			
B20505	B20506	26.81	337°30'43"
B20506	B20507	70.00	89°30'14"
B20507	B20508	116.99	337°30'43"
B20508	B20509	177.50	59°20'29"
B20509	B20510	135.90	137°30'14"
B20510	B20511	66.00	89°30'14"
B20511	B20512	40.00	337°30'14"
B20512	B20513	300.00	89°30'14"
B20513	B20514	140.00	177°30'14"
B20514	B20515	656.00	89°30'14"
B20515	B20516	40.00	177°30'14"
B20516	B20517	40.00	177°30'14"
B20517	B20518	436.64	285°08'20"
B20518	B20519	325.99	285°08'20"
B20519	B20520	35.00	177°30'14"
B20520	B20521	250.00	287°30'14"
B20521	B20522	51.60	337°30'14"
B20522	B20523	C.L.=290.77	C.A.=248°58'33"
A=292.78 R=720.72 Δ=27°52'41" 61			
B20523	B20524	25.02	145°19'21"
B20524	B20525	C.L.=50.00	C.A.=135°19'21"
A=50.01 R=692.72 Δ=64°07'07" 17			
B20525	B20526	25.02	325°19'21"
B20526	B20527	C.L.=94.80	C.A.=137°39'30"
A=94.87 R=720.72 Δ=7°32'58" 17			
B20527	B20528	103.63	311°56'21"
B20528	B20529	66.73	43°56'21"



CONVENTIONAL SYMBOLS

Cast Iron Monument	2" x 2" D.O.T. Iron Tube with Cap	3/4" Solid Iron Monument	Concrete or Stone Monument	Other Iron Monument	Boundary Corner
Section Line	Quarter Line	Shoreline Line	Parcel Line	R/W Boundary	Existing D.O.T. R/W
City/County/Township R/W	Railroad R/W	Centerline/Acquisition Line	Temporary Easement	Temporary Orders in Road	Property Line
			Underlying Line	Survey Line	Existing Access Control
			Access Control to be Acquired	Private Easement	D.O.T. Specific Interest

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 69-205

CONTROL SECTION NO. 6925 (61=103) 901
CONTROL SECTION NO. 6925 (61=103) 903
CONTROL SECTION NO. 6925 (61=103) 904

IN GOVERNMENT LOTS 1 AND 2 OF SECTION 18, T.50 N., R.13 W.,
IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, T.50 N., R.13 W.,
ST. LOUIS COUNTY, MINNESOTA

- NOTES:
1. Admitts are based on the Minnesota County Coordinate System assuming 0 degrees 0 minutes 0 seconds for Grid North and all distances are horizontal lengths.
 2. Distances are shown in U.S. Survey Feet.
 3. Boundary monuments will be set following substantial completion of the project.
 4. Positional tolerance for boundary monuments as shown on this plat are plus or minus 0.10 feet.
 5. Any Public Land Survey Corner monument shown on this plat, if obliterated by construction, will be perpetuated per Minnesota Statute 160.15.
 6. Owners names are for reference only and are subject to change.
 7. All parcels shown on this plat may or may not have been acquired by the State of Minnesota. Check pertinent documents for each parcel to verify.
 8. Temporary Order (T.O.) gives the State of Minnesota all rights, title, easements, and attachments that are held by a political subdivision until the date said Temporary Order expires.
 9. For details of the survey contact the Minnesota Department of Transportation Duluth office.

ST. LOUIS COUNTY COORDINATES
SOUTH ZONE
X=602879.476
Y=65137.448
NAD 83(2011 ADJ.)

TEMPORARY EASEMENT PARCEL 340 BOUNDARY DATA

FROM	TO	DISTANCE(F)	AZIMUTH
TE1	TE2	126.00	177°30'14"
TE2	TE3	50.00	287°30'14"
TE3	TE4	85.00	359°30'14"
TE4	TE5	50.00	287°30'14"
TE5	TE6	86.07	303°30'14"
TE6	TE7	170.00	287°30'14"
TE7	TE8	88.00	177°30'14"
TE8	TE9	119.84	237°38'29"
TE9	TE10	117.35	315°55'00"
TE10	TE11	40.00	287°30'14"
TE11	TE12	58.96	256°11'44"
TE12	TE13	79.51	309°30'24"
TE13	TE14	77.08	318°13'48"
TE14	TE15	71.84	262°59'47"

OFFICE OF REGISTRAR OF TITLES
ST. LOUIS COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THIS OFFICE FOR PUBLIC RECORD ON THIS DAY OF _____ AT _____ AND WAS DULY RECORDED AS DOCUMENT NO. _____

REGISTRAR OF TITLES

OFFICE OF COUNTY RECORDER
ST. LOUIS COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THIS OFFICE FOR PUBLIC RECORD ON THIS DAY OF _____ AT _____ AND WAS DULY RECORDED AS DOCUMENT NO. _____

COUNTY RECORDER

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 69-205

CONTROL SECTION NO. 6925 (61=103) 901
CONTROL SECTION NO. 6925 (61=103) 903
CONTROL SECTION NO. 6925 (61=103) 904

IN GOVERNMENT LOTS 1 AND 2 OF SECTION 18, T.50 N., R.13 W.,
IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, T.50 N., R.13 W.,
ST. LOUIS COUNTY, MINNESOTA

RIGHT OF WAY IN SECTION 7 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
5	INDEPENDENT SCHOOL DISTRICT 729	SW1/4 SW1/4	132302.0		0.13	12/01/2030

RIGHT OF WAY IN DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
6	WALTER F. MAHNEE	LOTS 4 & 5 VAC. LONDON ROAD	407		2.248	12/01/2030 FEE

RIGHT OF WAY IN LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
10	ANDREW J. BROWN	LOT 5, BLOCK 2	267933.0		1.004	12/01/2030
17	GREGORY A. WHITE	LOT 14, BLOCK 2			750	12/01/2030
18	SHELBY NELSON	LOT 13, BLOCK 2			1.500	12/01/2030
19	MADELINE JOHNSON	LOTS 11 & 12, BLOCK 2			1.000	12/01/2030
20	JOHNNIE M. LUNDBERG	LOT 10, BLOCK 2			325	12/01/2030
21	THOMAS L. GRASSINGER	LOT 9, BLOCK 2			600	12/01/2030
24	BRUCE A. TRUBENBACH	LOT 14, BLOCK 3			751	12/01/2030
225	CRAGS H. WOOD	LOT 8, BLOCK 2			650	12/01/2030
226	JAMES ARTHUR LUNDBERG II	LOT 16, BLOCK 3			250	12/01/2030
232	SHIRLEY A. JOHNSON	LOT 12, BLOCK 3	218938.0		600	12/01/2030
233	MARC J. MCLENNAN	LOTS 11 & 12, BLOCK 3			600	12/01/2030

NOTE: LONDON ADDITION OF DULUTH IS ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN SECTION 18 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
38	THOMAS G. BELL III	GOV'T LOT 1	263056.0		0.04	12/01/2030
39	ANN L. MARIS TRUST AGENT	GOV'T LOT 1	329173.0		0.03	12/01/2030
237	RANDY ALLAN BRAATEN	GOV'T LOT 1	336650.0		0.02	12/01/2030

NOTE: PARCELS 38, 39, AND 237 ARE ALSO KNOWN AS "RESERVED FOR PROPRIETORS" ON LONDON ADDITION OF DULUTH

RIGHT OF WAY IN EAST DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
56	COUNTY OF ST. LOUIS	LOT 11, BLOCK 31	367			12/01/2030

NOTE: FOR BALANCE OF PARCEL 56 SEE PLAT 69-204

RIGHT OF WAY IN SECTION 7 AND LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
200	ST. LOUIS AND LAKE COUNTIES REGIONAL RAILROAD AUTHORITY	SW1/4 SW1/4 LOT 1, BLOCK 2 LOT 16, BLOCK 12 LOMBARD STREET			6.940	12/01/2030
					1.156	12/01/2030

NOTE: LONDON ADDITION OF DULUTH IS ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN REGISTERED LAND SURVEY NO. 64 C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
240A	ZWAGO COOPERATIVE AT LAKE SUPERIOR	TRACT D	952268.0		998	12/01/2030
340	LAKE SHORE INC.	TRACT A	299711.0	5.522	50.118	12/01/2030 FEE
		TRACT B	331911.0	7.210	26.624	12/01/2030 FEE

NOTE: TEMPORARY COMMISSIONER'S ORDERS IN PUBLIC ROADS WILL EXPIRE ON 12/01/2030

RIGHT OF WAY IN PLAT OF RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH AND DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	TOWNSHIP NUMBER	NEW T.H. R/W	TEMPORARY EASEMENT	PERMANENT R/W INTEREST
				SQ. FEET MORE OR LESS	SQ. FEET MORE OR LESS	
305	VINCE E. ALLEN	LOT 13, BLOCK 31, R.E.D. VAC. 39TH AVE EAST	2,630		300	12/01/2030 FEE
		LOT 6, DAHLBERG ADDITION VAC. LONDON ROAD	1,297		7.588	12/01/2030 FEE

NOTE: R.E.D. DENOTES RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or									
Employer identification number									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TEMPORARY EASEMENT

C.S. 6925 (61=103) 904
Parcel 5
County of St. Louis

Date: _____

For and in consideration of the sum of Six Thousand, Two Hundred Dollars (\$6,200.00), The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in St. Louis County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

THE INDEPENDENT SCHOOL DISTRICT OF THE
CITY OF DULUTH, also known as Independent
School District No. 709

By _____

Its _____

And _____

Its _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, on behalf of the public corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

RESOLUTION # _____

INDEPENDENT SCHOOL DISTRICT NO. 709

**A RESOLUTION TO ALLOW THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (Mn/DOT) TO ACQUIRE A TEMPORARY EASEMENT
FROM INDEPENDENT SCHOOL DISTRICT NO. 709 (ISD #709)**

BE IT RESOLVED, by the Board of ISD #709, which in consideration of Six Thousand, Two Hundred dollars (\$6,200.00) to be paid by the State of Minnesota, Department of Transportation, that ISD #709 allows the acquisition of a temporary easement by direct purchase to the State of Minnesota, described as follows:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The foregoing resolution was introduced and moved for adoption by _____ and seconded by _____.

	<u>Yes</u>	<u>No</u>	<u>Other</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted this _____ day of _____, 20____.

Printed Name: _____

Its: _____

Attest: _____

Printed Name: _____

Its: _____

**Minnesota Department of Transportation
APPRAISAL REIMBURSEMENT CLAIM**

FOR OFFICIAL USE ONLY
Name (Payee) <u>The Independent School District of the City of Duluth</u>
Address <u>Central Administration Building</u>
City/State/Zip <u>Duluth, MN 55802</u>
Dist. <u>D1 - Duluth</u>
S.P. <u>6925-145RW</u>
Parcel <u>5</u>
C.S. <u>6925 (61=103) 904</u>
Job # <u>TRW239185</u>
Fed No. <u>State Funds</u>
County <u>St. Louis</u>
Prop. Owner <u>Independent School District 709</u>
Parcel Address <u>301 N. 40th Ave. E.</u>
City/State/Zip <u>Duluth, MN 55804</u>
Note: W-9 for payee must accompany this claim.

FOR OFFICIAL USE ONLY
Approved Amount \$ _____
Approved By _____ <small>District Authorization (DE or ADE) Date</small>
Mail Check to:
Name _____
Address _____
City/State/Zip _____

FOR OFFICIAL USE ONLY
Vendor Number: _____

NAME AND ADDRESS OF QUALIFIED APPRAISER	
Name of Appraiser _____	MN License # _____
Address _____	City/State/Zip _____
NOTE: Paid receipt and signed/dated appraisal report from above-named appraiser must accompany this form.	

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____
Name (print) _____
Signature _____
Telephone _____
Email _____

(8/2020)

Minnesota Department of Transportation
ACQUISITION INCIDENTAL CLAIM

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee)	<u>The Independent School District of the City of Duluth</u>
Address	<u>Central Administration Building, 215 North First Ave East, Duluth, MN 55802</u>
Dist.	<u>D1 - Duluth</u>
S.P.	<u>6925-145RW</u> C.S. <u>6925 (61=103) 904</u>
Parcel	<u>5</u> C.ID. <u>TRW239185</u>
Fed No.	<u>State Funds</u>
County	<u>St. Louis</u>
Prop. Owner	<u>Independent School District 709</u>
Parcel Address	<u>301 N. 40th Ave. E.</u>
City/State/Zip	<u>Duluth, MN 55804</u>

FOR OFFICIAL USE ONLY	
Approved Amount \$	_____
Approved By _____	District Authorization _____ Date _____
Approved By _____	OLM Authorization _____ Date _____
Date Application Approved	_____
Mail Check to:	
Name	_____
Address	_____
City/State/Zip	_____

FOR OFFICIAL USE ONLY
Vendor Number:

- A. Service fees of Mortgagee for Partial Release of Mortgage \$ _____
 - B. Pre-payment penalty charged by Mortgagee \$ _____
 - C. Abstract costs (Optional - see explanation on back of form) \$ _____
 - D. Legal Fees or Court costs \$ _____
 - E. Misc. Pre-Approval Fees \$ _____
- TOTAL PAYMENT** \$ _____

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States; OR, I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawful citizens of United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:
DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____ Telephone _____
Name (print) _____
Signature _____

(see over for instructions on filling a claim)

BEFORE YOU MAIL THIS CLAIM, PLEASE READ BELOW

Have you **enclosed proper receipts** where the need for such receipt is indicated in the instructions?
Have you **signed** this claim form and indicated the address to which you wish the reimbursement check mailed?

INSTRUCTIONS FOR FILING OF CLAIM

- A. **SERVICE, RECORDING or RELATED FEES CHARGED BY MORTGAGEE FOR A PARTIAL RELEASE or SATISFACTION OF MORTGAGE**
Mortgage Partial Release fees may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)
- B. **PRE-PAYMENT PENALTY or RELATED FEES CHARGED BY MORTGAGEE**
Mortgage Pre-Payment Penalties may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)

Instructions for Filing Claims for Items A. or B. above:

- If requesting **direct payment by the Agency to a Mortgagee**, submit this completed claim form, along with:
 - a letter from the Owner to the Agency, requesting direct payment be made to the Mortgagee; and
 - a copy of the Mortgagee's fee statement or letter indicating the amount due
- If requesting **reimbursement of fees paid directly to the Mortgagee**, then submit this claim form, along with evidence of fees receipted and processed by the Mortgagee. Such evidence must, at a minimum, include:
 - a copy of the Mortgagee's fee statement or letter indicating the amount due; and at least one of the following:
 - a copy of a receipt of payment from the Mortgagee; or
 - the original cancelled check paid to the Mortgagee; or
 - other evidence that payment has been received and processed by the Mortgagee; or
 - in the case of a Partial Release, a copy of the executed Partial Release document.

- C. **ABSTRACT COSTS (Optional)**
We emphasize that this particular item is entirely optional. It is not required by the state that you incur any expenses whatsoever. It is only if you wish to have your property abstract up-dated to show the state's acquisition that these instructions apply.
- You are eligible to be reimbursed for only *that cost of an abstract continuation which is attributable to the State's acquisition.*
 - You cannot be reimbursed by the State for: (1) the entry on your abstract of any transfer which took place before or after the transfer to the State; (2) Abstractor's Certificate; (3) Tax Certificates; (4) Lien or Judgment searches.
 - *It is likely that the abstract cost reimbursement will be considerable less than the total cost that you will incur.*
 - *Special Instructions:* To qualify for this reimbursement, you must take or send your property abstract to a Registered Abstractor or to the Office of the Register of Deeds in the County where the affected property is located. The property abstract may then be brought up to date by the Abstractor or Register of Deeds. When the Abstractor or the Register of Deeds has been paid for his services, the claimant should ask for a receipt which includes a *completely itemized breakdown of the total fee charged. The breakdown must indicate what portion of the fee is attributable of those entries which deal with **only** the State's acquisition.*

If you decide to forego the up-dating of the abstract, and thereby waive your eligibility to reimbursement for this item, please indicate by writing in ink the word "none" and your initials in the blank opposite item "C" on the claim form. Such a waiver will have no effect whatever on your eligibility to be reimbursed for other expenses you may have incurred, if any.

- D. **COURT or RELATED COSTS**
You are eligible to be reimbursed (upon presentation of an itemized receipted bill) for expenses incurred, including reasonable attorney, notary or similar fees, for obtaining a court-approved agreement for a guardian or conservator to sell to the state under M.S. '525.67 and the guardian's or conservator's deed.
- E. **Miscellaneous Fees Pre-Approved by MnDOT Legal to Facilitate File Closing**

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**Expenditure Contracts Signed
April 2025**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
East Central Minnesota Educational Cable Cooperative	\$25,721.85*	Technology (DU)	2,227 CyberNut Security Awareness User Licenses (3-year contract)
SCCM Intune & Co-Management Option 1	\$20,000	Technology (DU)	Service to assist with districtwide Microsoft Windows update
LeAnna Hudson	\$25,000.00*	Families in Transition (DR)	Assist Families in Transition with various tasks, meetings, consultations and referrals for 2025-26 school year
Thomas Cain	\$3,000.00*	Am. Indian Education (DR)	Drumming, singing, dancing, traditional activities and cultural knowledge
Ryan Clark	\$1,200.00*	Am. Indian Education	Culturally specific services, knowledge and teachings, spiritual and cultural advisement
BARR	\$35,000.00*	Denfeld HS	BARR Secondary Model subscription for 2025-26 school year (Building Assets, Reducing Risks)
Kyle Newmaster Music, Inc.	\$1,250.00*	Ordean-East MS	Compose a piece of music for the 8 th grade band that will include five student created melodies
Tom Wegren	\$250.00*	Congdon ES	Piano accompaniment for Congdon ES spring concert
Roechel Brochu	\$500.00*	Stowe ES	Fry bread teaching and making at Stowe ES event



Payment Agreement

This Payment Agreement ("Agreement") is entered into by and between **Duluth Public Schools** and the East Central Minnesota Educational Cable Cooperative (ECMECC) for the purchase of **2,227** CyberNut Security Awareness User Licenses.

1. Total Cost and Payment Schedule

The total cost of this agreement is **\$25,721.85**, to be paid in accordance with the schedule below. ECMECC will issue invoices on or around July 1st of each year, with payment due within NET 30 days.

- **July 2025 – \$8,573.95**
- **July 2026 – \$8,573.95**
- **July 2027 – \$8,573.95**

2. Pricing Details

This pricing is based on a per-user rate of **\$3.85**. This rate is locked for the duration of this 3-year agreement.

3. Terms and Modifications

By signing this agreement, both parties acknowledge and accept the terms outlined herein. Any modifications to this agreement must be made in writing and agreed upon by both parties. Each party will retain a copy of the signed agreement and is responsible for fulfilling its terms.

Duluth Public Schools

<u>Simone Zurich</u>	<u>Simone Zurich</u>	<u>4.15.25</u>
Printed Name	Signature	Date

ECMECC

<u>Marc Johnson</u>	<u>[Signature]</u>	<u>3/26/2025</u>
Printed Name	Signature	Date

ECMECC is 43,000 students, 3200 faculty/administrators and 2400 educational support staff from 18 member school districts and Pine Technical and Community College. ECMECC utilizes technology, information and communication tools to expand educational opportunities for students, staff and community members in East Central Minnesota and beyond. ECMECC was founded in 1983 to make great things happen for students. We still do.

28.31.4

2018-2019

2018-2019



SCCM Intune and Co- Management Option 1 Duluth Public Schools

Prepared By: Tiernan Flood

24 April 2025

Issue Date: 4/24/2025

Statement of Work

The purpose of this document is to clearly define the terms of the SCCM Intune and Co-Management Option 1 at Duluth Public Schools. Duluth Public Schools may be referred to as Client in this document.

Prior to contract commencement, all key stakeholders will participate in a pre-engagement planning meeting. This meeting will help Trafera engineers understand the existing organization and infrastructure and allow them to prepare detailed instructions for stakeholders to complete prior to starting work. It also helps ensure stakeholders understand key organizational and technical design considerations required for project success.

Background

Duluth Public Schools has expressed a desire to engage in a contract for SCCM and Intune support

Configuration Manager Migration

- Build a new Configuration Manager site
 - Install and configure all prerequisite server roles, features, and software
 - Configure Active Directory permissions and integration
 - Install and configure Microsoft SQL server
 - Install a Configuration Manager primary site server
 - Include the following server roles:
 - Reporting Services Point
 - Service Connection Point
 - Site Database Server
 - Site Server
 - SMS Provider
 - Distribution Point
 - Management Point
 - Software Update Point
 - User State Migration point
 - Install the latest updates and hotfixes
- Migrate objects from the existing site to the new site
 - Establish a connection between the existing Configuration Manager site and the new Configuration Manager site
 - Create migration jobs for Configuration Manager objects
 - Applications
 - Boundaries and Groups
 - Client Settings
 - Collections
 - Compliance Settings
 - Configuration Baselines
 - Drivers
 - Packages

Issue Date: 4/24/2025

- Software Update Groups and Packages
 - Task Sequences
 - Copy content source files
 - Manually move or re-build Configuration Manager objects as needed
 - Configure migrated objects to reference migrated source files
- Migrate Clients from the existing site to the new site
 - Utilize multiple tools to re-assign clients
 - Configuration Manager deployment
 - Group Policy settings and/or startup script
 - PowerShell script
 - Validate client communication and health
- Test Configuration Manager functionality
- Sever the connection between the existing Configuration Manager site and the new Configuration Manager site
- Shutdown the old Configuration Manager site

Intune and Co-Management Configuration

- Azure Tenant Configuration
 - Verify Entra Connect configuration
 - Ensure Hybrid device join is enabled
 - Configure Entra and Intune branding
 - Verify licensing
 - Verify user roles and permissions
- Windows Enrollment Configuration
 - Entra join permissions
 - MDM enrollment permissions
 - Enrollment restrictions
 - Enrollment server DNS records
- Windows Autopilot Deployment Configuration
 - Autopilot deployment profile(s)
 - Enrollment status page
 - Autopilot device enrollment
 - Dynamic Entra groups
 - Hybrid Entra join
 - Install the connector service to an on-premises server
 - Configure necessary Active Directory permissions
 - Test the Autopilot deployment process
- Compliance Policies
 - Create compliance policies to best match user and device requirements
 - Report on non-compliant devices
- Configuration Policies

Issue Date: 4/24/2025

- Create configuration policies to meet organizational requirements:
 - Endpoint Security
 - End-User Experience
 - Device health and monitoring
- Design Entra group structure for managing assignments
- Windows Updates
 - Design a monthly patching process using Windows Update rings
 - Create feature update policies
 - Create driver update policies
 - Create Microsoft Office update policies
 - Demonstrate out-of-band update management
 - Configure reporting and monitoring
- Endpoint Security
 - Create policies to manage Defender tools and features
 - Antivirus
 - BitLocker
 - Firewall
 - Attack Surface Reduction
 - Application Control
 - Establish a connection between Intune and the Defender admin center
 - Create an onboarding package for Defender for Endpoint
- Application Management
 - Create applications (10) to be assigned to users and/or devices
 - Demonstrate creation of Microsoft Store applications
- Co-Management
 - Establish a connection between Configuration Manager and Intune
 - Enable upload and enrollment of Configuration Manager devices
 - Enable Co-Management workloads
 - Discuss options for migrating each workload to Intune
 - Create associated Configuration Manager device collections
 - Configure integration with a Cloud Management Gateway (if applicable)
- Documentation and Knowledge Transfer
 - Provide documentation of the project to the client
 - Provide administrative knowledge transfer by working closely with the client for the duration of the project

Windows 11 Deployment and Migration

- Build Intune feature update policies to deploy Windows 11 upgrades
- Build Configuration Manager software update process to deploy Windows 11 upgrades
- Build Configuration Manager task sequence to deploy Windows 11 (upgrade)
- Build Configuration Manager task sequence to deploy Windows 11 (bare metal)

Overview of Contract Terms

Effective Dates

This contract is effective 4/25/2025 for duration of 12 months or when all resource hours have been used, whichever happens first. The contractor must not start work prior to this contract being fully executed.

Contractor Obligations

The pricing schedule is based on Trafera standard remote consulting business hours of Monday – Friday 7am – 5pm.

Please indicate the total number of Block hours requested. ____80____ at \$250 per hour

Utilization

Block hours usage will require no less than 8 hours for onsite consulting per visit, and a minimum of 4 hours per remote consulting session. Onsite consulting available in the 7 county metro area only, all other consulting will be handled remotely. Dependent upon resource availability, requests for consulting could take up to 48 hours for a response or onsite scheduling confirmation.

Change Control

Every effort has been made to anticipate the most typical and most likely situations that will be encountered. The pricing of these services is predicated on those stated assumptions. When work is requested that is beyond the stated contract, a change order will be executed that reflects the additional work and its price. When additional service is open-ended, it will be priced at the hourly rates indicated in the Considerations and Payment section.


The following individuals may authorize additional hours above the agreed upon contract amount:

Name	Title	Phone Number	Email

Pricing and Acceptance of Statement of Work

The customer agrees to the conditions and pricing of the statement of work.

Item	Cost
Consulting Hours Cost: 40 hours est.	\$ 20,000
Travel and Expenses:	\$ 0
Total Consulting Costs:	\$ 20,000
Device Client Discount * if applicable	\$1000
Total Due by Client:	\$ 20,000

Duluth Public Schools		Trafera Inc.	
Signature:		Signature:	
Printed Name:	Simone Zurch	Printed Name:	
Title:	Exec. Dir. Business Services	Title:	
Date:	4.28.25	Date:	

Considerations and Payment

The client will pay for all service performed by the contractor under this work order as follows:

Compensation

The contractor will be paid the agreed upon rate as marked above. Client will be invoiced at the first of every month or upon completion of the project. Hours requested by client above the agreed upon commitment, unless originally stipulated at a discount price off retail, will be billed at a retail rate of \$329.00 per standard business hour. Standard business hours are 7am - 5pm Monday through Friday. Work performed during a standard work week defined as Monday-Friday, outside of standard business hours will be billed at a retail rate of \$373.00 per hour. Work performed outside a standard work week will be billed at a retail rate of \$434.00 per hour. In order to exceed the agreed upon monthly hour commitment email approval will need to be received by one of the authorized managers listed in the Change Control section.

Terms

- 1. Services.** Consultant agrees to perform for Client the services listed in the statement of work attached hereto as Exhibit A and executed by both Client and Consultant. Such services are hereinafter referred to as "Services". Client agrees that Consultant shall have reasonable access to Client's staff and resources necessary to perform the Services. The parties may incorporate additional statement of work into this Agreement in the future, upon the mutual written consent of the parties. At all times hereunder, the Services shall be performed in a professional manner, with reasonable care and skill, in conformance with the requirements of this Agreement and consistent with industry standards. The Consultant acknowledges that time is of the essence in performing the Services and agrees to notify Client immediately in the event the Services will not be completed by the identified deadline(s). In the event of conflict between the terms and conditions of any exhibits attached hereto or incorporated herein and the terms and conditions of this Agreement, the terms and conditions of the exhibits shall govern.
- 2. Payment.** Client agrees to pay Consultant for Services in accordance with Exhibit A. Said rates are intended to and shall cover all fees of Consultant, costs of operation, fringe benefits attributable to payroll, overhead, profit, social charges and all applicable taxes. Additionally, Client may reimburse Consultant for reasonable expenses in connection with providing the Services hereunder; provided, however, Client has preapproved of such expenses in writing.
- 3. Invoicing.** Consultant shall invoice Client for the Services. Client shall pay the undisputed amounts in the invoices within thirty (30) days of Client's receipt of the Consultant's invoices. In the event of dispute, the parties agree to work together in good faith to resolve such dispute as soon as is reasonably possible.
- 4. Term.** The Term of this Agreement shall commence upon the Effective Date and continue for a term of two (2) years thereafter (the "Term"). The Services provided in Exhibit A or any other subsequent exhibit incorporated in this Agreement shall automatically terminate upon completion of the Services described therein. Notwithstanding anything to the contrary contained herein, this Agreement and any exhibits incorporated herein may be terminated by either party, with or without cause, upon at least fifteen (15) days advanced written notice to the other party. In such event, Client shall solely be liable for the Consultant fees, and previously approved and incurred expenses, as of the effective termination date.

5. **Confidential Information.** In the course of performing the Services, each party may have access to nonpublic and confidential information of the other party (collectively, "Confidential Information"). During the term of this Agreement and for at least three (3) years thereafter, the receiving party ("Receiving Party") agrees to hold the Confidential Information received from the disclosing party ("Disclosing Party") in strict confidence, to avoid using or disclosing it in any manner that is detrimental to the Disclosing Party and to refrain from using the Confidential Information except as is required to perform the Services. Confidential Information includes, but is not limited to, information that is obtain through access to Disclosing Party's information technology systems or through site visits at Disclosing Party's locations (whether or not Disclosing Party conveyed such information) and information which relates to the Disclosing Party's research, development, intellectual property, trade secrets or business affairs or process. The confidentiality requirements contained herein shall survive expiration or termination of this Agreement.

The Receiving Party shall not disclose any Confidential Information to any employee, officers, or other representatives or agents of the Receiving Party, except those who are on a need to know basis and are required to have the Confidential Information in order to perform their job duties in connection with the Services and agree to be bound by the requirements contained herein. The Receiving Party shall be responsible for any disclosure of the Disclosing Party's Confidential Information by any person to whom the Receiving Party discloses the Disclosing Party's Confidential Information.

Confidential Information does not include the following: information that is publicly available through no wrongful act of the Receiving Party; information that is lawfully obtained from a third party without a restriction on disclosure; information known to the Receiving Party prior to receipt from the Disclosing Party without violating any restrictions on disclosure; or information independently developed by the Receiving Party without use of confidential information provided by the Disclosing Party.

6. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the Services and Consultant shall render the Services using the method, manner and means and at such times and places as mutually agreed to by Client and Consultant; subject to the Client's normal business hours and any applicable Client policies and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services hereunder. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the Services shall be provided by Consultant. Consultant shall be obligated to complete the Services and shall be liable for nonperformance of the Services to the extent and as provided in this Agreement. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to ensure that Consultant's staff is competent and that they do not breach the requirements contained herein. Furthermore, Consultant will not subcontract any of the Services to other persons or entities without the prior written approval of Client, which may be withheld at its sole discretion. Should Client provide written approval for the subcontracting of work, Consultant agrees to impose on its subcontractors the same obligations imposed upon Consultant under this Agreement. Consultant's execution of any subcontracts, including subcontracts approved by Client, will not relieve, waive or diminish any obligation Consultant may have under this Agreement.

7. **Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant assigns to Client all intellectual property rights with respect to all materials or deliverables developed under this Agreement and relating to the Services. To the fullest extent permitted by law, all such materials or deliverables shall be deemed to be a “work made for hire”. To the extent, if any, that the materials or deliverables are deemed not to be works made for hire and Consultant is deemed to be the “author” of the materials or deliverables, Consultant hereby assigns, transfers and conveys to Client, and Client does hereby accept and receive the assignment of, all worldwide right, title, and interest which Consultant may possess in the materials or deliverables. Consultant agrees to execute any additional documents reasonably necessary to memorialize Client’s rights pursuant to this section.
8. **Client Representative.** The following individual (_____) shall represent the Client during the performance of this Agreement with respect to the Services and deliverables as defined herein and has the authority to review and approve such Services and deliverables.
9. **Taxes.** Consultant will have the sole responsibility for the payment of all its employee taxes, compensation, wages, benefits, contributions, insurance and like expenses, if any, of its employees. Consultant will indemnify and hold harmless Client, its officers, directors and employees from and against any liability and loss in connection with, and will assume the responsibility for payment of, all federal, state and local taxes or contributions with regard to employment insurance and benefits, social security, income tax laws for Consultant’s employees engaged in the performance of this Agreement.
10. **Liability.** Except with respect to each party’s obligation to indemnify the other pursuant to this Agreement, in no event shall either party be liable to the other party for the payment of any special, indirect, incidental or consequential damages even if advised of the possibility of such damages.
11. **Indemnification.** Each party (the “Indemnitor”) shall indemnify, defend and hold harmless the other party (the “Indemnitee”) from and against any and all claims, demands, actions, suits, causes of action, damages, losses and expenses (including, but not limited to, expenses of investigation, settlement, litigation and reasonable attorney’s fees incurred in connection therewith) to the extent caused by the Indemnitor and arising out of or resulting from: (a) the breach by Indemnitor of any representation or warranty made or given by Indemnitor hereunder or any other term or condition herein to be performed by Indemnitor; (b) the negligence of willful misconduct of the Indemnitor, its agents or employees, or (c) the violation by Indemnitor of any applicable local, state or federal law. The indemnification obligations contained herein shall survive expiration or termination of this Agreement.
12. **Laws, Regulations and Permits.** Each party shall be severally and not jointly responsible for and liable for compliance with any and all laws, rules and regulations applicable to the performance of its obligations hereunder including, but not limited to: (a) the actions of its employees and the conduct and operation of its business, (b) the classification, import, export, proper labeling, and packaging of its product(s) or services, as the case may be, (c) laws and regulations governing data privacy and the protection *inter alia* of personally identifiable information and (d) compliance with all applicable anti-corruption laws and regulations including, but not limited to, the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). The parties’ policies and/or practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. The parties shall also have in place policies and/or practices to ensure

Issue Date: 4/24/2025

that normal and customary business entertainment and expenses or the provision of other things of nominal value are *bona fide* and legitimate under applicable law. Furthermore, Consultant must obtain and maintain in full force and effect, at its expense, all permits and licenses necessary to enable Consultant to perform lawfully the Services under this Agreement.

- 13. Insurance.** During the Term of this Agreement and at all times that Consultant performs work for Client, Consultant will maintain in full force and effect, at Consultant's own expense, insurance coverage as follows:

Errors and Omissions. Liability insurance covering acts, errors or omissions arising out of, or failure to render, professional services related to the Services under this Agreement. Such insurance will include limits of coverage of at least \$1,000,000 per occurrence.

General Liability. General liability insurance will be provided with limits of liability of at least \$2,000,000 per occurrence.

Workers' Compensation. Workers' Compensation insurance as required by law or regulation, having jurisdiction over Consultant's employees. Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.

In no event will the coverage or limits of any insurance maintained by Consultant under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Consultant's obligations or liability to Client under this Agreement. Consultant shall furnish the Client with current certificates of insurance evidencing the above coverages prior to commencing work under this Agreement or any applicable statement of work.

- 14. Limitation of Liability.** IN NO EVENT WILL CLIENT BE LIABLE TO CONSULTANT FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 15. Agreement Not to Solicit.** During the term of this Agreement and for a period of twelve (12) consecutive months from and after its termination, whether such termination is with or without cause, or whether such termination is at the instance of the Consultant or the Client, Consultant shall not, directly or indirectly, solicit, request, advise or induce any current or potential customer or other business contact of the Client to cancel, curtail or otherwise adversely change its relationship with the Client, in any manner or capacity, including without limitation as a proprietor, principal, agent, partner, officer, director, stockholder, employee, member of any association, consultant or otherwise.

- 16. Notices.** All notices hereunder shall be given in writing at the address of each party below, or to such other address as a party hereto may substitute by written notice to the other in the manner contemplated herein. Notices shall be given by being personally delivered or sent by: (a) certified or registered mail, return receipt requested, or (b) express delivery services (e.g., FedEx or UPS) which can be verified by report from the delivery service. Each such notices shall be deemed to be effective upon receipt.

Notices to Client should be sent to:

Trafera, LLC
2550 University Ave. W, Ste 416-S
St. Paul, MN 55114
Attn: Senior Legal Counsel

17. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles. The parties expressly submit to the state and federal courts of Minnesota to resolve any disputes related to this Agreement. Prior to the commencement of any litigation, the parties agree to have one (1) senior level executive of each party meet together in good faith, in an attempt to amicably resolve any dispute. Only in the event that such meeting unsuccessfully resolves such dispute shall either party be permitted to initiate litigation pursuant to this section.
18. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the change of control of Client or the merger of Client with any related entity shall not be deemed to be an assignment requiring the consent of Consultant. Except for the prohibition of assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.
19. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2025 and shall remain in effect until June 30, 2026, 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 contracted staff will:
 1. Determine needs of families and students
 2. Meet with families in secondary schools, shelters, safe locations and identify barriers to attending school. Meeting families at their location will expedite the enrollment process and time that children spend unenrolled from school.
 3. Collaborate with organizations within the community to meet the needs of youth and share common barriers that the youth face.
 4. Have close contact with area youth shelters and assess shelter bed availability, refer for rapid VI-SPDAT assessment for the UHY that are seeking housing opportunities.
 5. Help with obtaining vital documents for UHY that do not have access to such documents.
 6. Public bus passes and requests for public school transportation via bus or van will also be coordinated as needed from the contracted staff.
 7. Consult with the FIT Program Coordinator and FIT team about barriers, resources, and new enrollments within the team assigned schools
 8. For the UHY seeking post-secondary education, the contracted staff will assist the Program Coordinator with verification letters needed for college applications, verifying homeless status, as well as assisting youth who are navigating the FAFSA with a homeless designation.
 9. Heighten the understanding and sensitivity of educators and specialized instructional support personnel to the needs and rights of homeless children and youth, and the specific educational needs of runaway and homeless youths.
 10. Refer homeless children and youth as needed for medical, dental, mental, or other health services.

11. Provide education to the parents and guardians of homeless children and youths about the rights of, and resources available to, such children, as well as other activities designed to increase meaningful involvement of parents and guardians in the education of their homeless children and youths.

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 \$40 hourly and \$ 25,000 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Lindsay Bruce, 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.

Jenna Hudson _____ [Redacted] 4-21-25
Contractor Signature SSN/Tax ID Number Date

Lindsay Burt _____ 4-21-25
Program Coordinator 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).
- _____ 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

01	E	005	203	868	303	180
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich _____ 5.6.25
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this **14th day of April, 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Thomas Cain**, 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 **April 14th, 2025** and shall remain in effect until **June 30, 2025**, 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)*

Drumming, Singing, dancing, traditional activities and cultural knowledge.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 150 dollars (one hundred and fifty dollars) hourly (for 1 drum and singers) and \$ 3000.00 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: American Indian Education_____, 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) Thomas Cain 12371 W. County Rd N Couderay, WI 54828.

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:

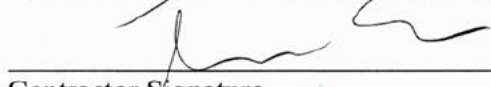

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 4-19-2025

 Program Director _____ Date 4/23/25

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	605	320	305	340
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 4/24/25

Invoice/Reimbursement Form
 for Supplies, Materials or Contracted Services
 (for Travel Reimbursement, use Form 412-R)

Independent School District 709
 709 Portia Johnson Drive
 Duluth MN 55811

**Finance
 Dept.
 Use Only**

Today's Date: 4-14-2025 Check one: Payment Prepayment Reimbursement

DUE TO } Vendor Name / Person: Thomas Cain
 Address I: 12371 W. County Road N.
 Address II: _____
 City, State Zip: Couderay, WI 54828
 District employees must provide their Employee ID No: _____
 Independent contractors must provide their Social Security No: XXXXXXXXXX

Vendor Number

DATE OF SERVICE	DESCRIPTION OF SERVICE
5-3-2025	Drumming at the Lincoln Park school powwow. 4 hours @ \$ 150 / per hr = \$ 600.00

ENCLOSURES – Please send the attached enclosure(s) with the payment to the Vendor.

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
01	E	005	605	320	305	340	Contracted Services	\$ 600.00
								\$
								\$
								\$
								\$
								\$
								\$
								\$

AUTHORIZATION/APPROVAL SIGNATURES:

Level 1 (Budget Manager) _____ Date _____

Level 2 Approval _____ Date _____

Level 3 Approval Shel'a White _____ Date 4/23/25

Level 4 Approval _____ Date _____

GRAND TOTAL: \$ 600.00 0.00

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.

- original receipts
- contracts
- invoices
- other _____

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

Signature of Claimant / Applicant: [Signature] Date: 4-19-2025

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Ryan Clark, 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 April 14th, 2025 and shall remain in effect until June 30, 2025, 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)*

Culturally specific services, knowledge and teachings, spiritual and cultural advisement.

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 and \$ 1200.00 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.

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- 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.

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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 American Indian Education, 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) _

Ryan Clark, 6627 Westgate Blvd. unit B, Duluth MN 55810 .

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.

Ryan Clark   4/22/2025
Contractor Signature SSN/Tax ID Number Date

 04/25/25
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

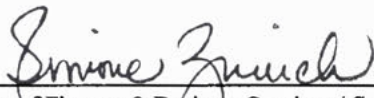
Please check the appropriate line below:

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	0E	005	605	320	305	340
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

 4.30.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT (“Agreement”) is made and entered into as of **April 4, 2025**, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 (“BARR Center”) **ISD 709 Duluth Public Schools**, a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** (“CLIENT”).

RECITALS

- A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** (“Facility” herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). BARR Center shall perform the services (“Services”) and provide BARR Implementation Resources (“BARR Implementation Resources”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources (“BARR Implementation Resources”) through an on-demand platform (the “On Demand Platform”).

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. No Payment. No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. **E Verify.** BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. **Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Sheila Stevens, Finance Manager
Address: Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity. **Waiver.** The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not

constitute a waiver of such term or requirement.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

23. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

24. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

DocuSigned by:
Rob Metz
6E1A85E86000460
Name: Rob Metz
Title
Deputy Director- BARRCenter

04/07/2025
Date

CLIENT

Signed by:
Simone Zunich
3DAAB900FEB545E
Name: Simone Zunich
Title: Executive Director Business Services

04/07/2025
Date

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
 - Two (2) on-site coaching visits with follow-up reports
 - Bi-Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

EXHIBIT C

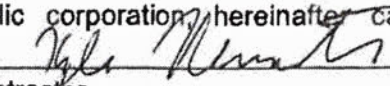
Thrive term of liability for single school

School year: July 1, 2025– June 30, 2026

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	\$30,000
BARR Service Delivery Fee	\$5,000
Total Cost	\$35,000

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of February , 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and KW Kyle Newmaster Music, Inc , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Feb. 4, 2025 and shall remain in effect until March 30th, 2025, 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.** Mr. Newmaster will compose a piece of music for the 8th grade band that will include five student created melodies. Additionally, he will give two in-person masterclasses focusing on his career as a film composer/musician in Los Angeles, composition and the piece he composed for the band.

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 \$ \$1,250 in total.

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: Josh Lehgh, 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) 8142 Redlands St. Apt #102, Playa Del Rey CA, 90293

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

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.

W. M. [Signature] 30-1128088 4-24-25

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

4/23/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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). (Ordean East Band)

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

01	E	335	298	000	305	431
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature]

4.30.25

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tom Wegren, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 8, 2025 and shall remain in effect until May 9, 2025, 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.** *(Must 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 \$ X hourly and \$ 250 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: Business Services, 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) Tom Wegren, 102 W. Lewis Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature Thomas Wegren SSN/Tax ID Number [REDACTED] Date 4/29/25
 Program Director _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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).

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

01	E	435	298	000	401	421
X	X	XXX	XXX	XXX	XXX	XXX

Thomas Wegren 5/2/25
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

Tom Wegren - Piano Invoice

Services provided: Piano accompaniment for Congdon Elementary School Concert

Dates: Thursday, May 8, 2025 8 am - 2 pm
 Friday, May 9, 2025 8:30 am - 9:45 am
 12:30 pm - 1:45 pm

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 2025, by and between Minneapolis Foundation c/o: Tonya Kolenda, Stowe Elementary ISD 709 a public corporation, hereinafter called District, and Rochel Brochu, 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. Rochel will be teaching about and preparing frybread for the Stowe Elementary all-school cultural assembly for a total of 6.6 hours. The first hour will be preparation and set-up, four hours to teach and prepare frybread, and an hour and thirty-six minutes for clean-up. The activity falls under the language and culture part of the AI plan.

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 4/16/2025 and shall remain in effect until 6/30/2025, 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.** *(Must 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 \$____75 (seventy-five dollars)___ hourly and \$ _500 (five hundred 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. 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) _____ 68225 South George Street Iron River, WI 54847 _____.

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.

Raechel Brach [REDACTED] 4/9/25

Contractor Signature **SSN/Tax ID Number** **Date**

Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	565	291	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zuehl 4.10.25

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

**No Cost Contracts Signed
April 2025**

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

Name	Contract Source	Description
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for East HS Arbor Wood Co. Business Operations Project
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Denfeld HS Agriculture, Food, and Natural Resources Project
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Denfeld HS Aerospace project
St. Louis County & Family Services	TLE	MOU establishing partnership to improve attendance districtwide – reducing truancy rates
Americorps – Ampact	TLE	MOU establishing math and reading tutor services for 2025-26 school year
University of Minnesota Duluth	TLE	CITS (College in the Schools) agreement for 2025-26 school year

**Application & Reimbursement Request
FY 2024 - 2025**

**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs



Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025

GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:


APPROVAL COMMITTEE: NESC CTE

Subcommittee: Danette Seboe, Scott Patrow, Kristi Berlin, Shannon Malovrh, John Engelking

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

[Kathy Jankila and John Engelking](#)

<p>Name of the proposed CTE Externship Project or Projects.</p> <p>Arbor Wood Co. Business Operations Project</p>	
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. (Yes or No)</p> <p>YES</p>	
<p>Primary Project Contact Name/Email/Phone:</p> <p>Andrew Ellingson 651-399-5761 andrew.ellingson@arborwood.com</p>	

Teacher(s) Assigned to Externships Name/Email/Phone:	
Eric Lemke 651-253-1341 eric.lemke@isd709.org	
Primary Project School:	
Duluth East High School	
Primary Partners (businesses or industries)	
Arbor Wood Co.	
District Number :	ISD 709
Proposed Project Start Date:	June 9th, 2025
Projected number of students impacted as a result of the Externship	90-100
Project Grade Level(s) Impacted:	9-12
Describe the activities, goals, and intended outcomes/student impact:	<p>The primary objective of this externship at Arbor Wood Co. is to achieve a comprehensive immersion into the practical dynamics of a burgeoning, sustainable enterprise, acquiring direct exposure across its operational, sales, marketing, and managerial facets. This experiential engagement will furnish me with contemporary, real-world insights and illustrative examples, enabling a more impactful and pertinent pedagogical approach for my business and marketing students, thereby effectively synthesizing theoretical frameworks with applied industry practices.</p> <ul style="list-style-type: none"> ● Enhanced Real-World Relevance: I aim to acquire current, firsthand illustrations of business and marketing principles in action, thereby augmenting the tangibility and applicability of course material. ● Improved Career Path Articulation: A key focus will be on elucidating the diverse functional roles within operations, sales, marketing, and management, providing students with clearer perspectives on potential career trajectories. ● Concrete Understanding of Sustainable Practices: I intend to document specific

	<p>instances of how Arbor Wood Co. integrates environmental responsibility into its core business model, offering students tangible examples of sustainable business operations.</p> <ul style="list-style-type: none"> ● Facilitation of Integrated Learning: By analyzing the interconnectedness of various business functions, I plan to develop more integrated and contextually relevant learning activities, such as case studies and simulations. ● Cultivation of Inspiration and Professional Awareness: I seek to gather pertinent anecdotes and establish professional connections that can be leveraged to provide students with a dynamic and motivating perspective on careers in business and marketing.
<p>Indicate if this externship was previously funded and the source of that funding.</p>	<p>No</p>
<p>Hourly Rate and Total Requested Funding Amount:</p>	<p>\$30/Hour x 175 Hours (16 Hours/Week x 11 weeks)</p>

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested.

Simone Zurich

Signature of Business Manager

Simone Zurich

Printed Name

Executive Director Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date

**Application & Reimbursement Request
FY 2024 - 2025**



**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs

Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025


GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE Budget Committee:

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

[Kathy Jankila and John Engelking](#)

Name of the proposed CTE Externship Project or Projects.	
Denfeld Agriculture, Food, and Natural Resources	
If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting.	
Yes	
Primary Project Contact Name/Email/Phone:	
Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140	
Teacher(s) Assigned to Externships Name/Email/Phone:	
Alison Wood / alison.wood@isd709.org / 218-336-8830 (ext. 3033)	
Primary Project School:	
Duluth Denfeld High School	
Primary Partners (businesses or industries)	
The Greenhouse, Carleton MN, Gordy's Greenhouse, Hermantown and Spring at Last Greenhouse, Duluth	

MN	
District Number :	ISD 709
Proposed Project Start Date:	June 10, 2025
Projected number of students impacted as a result of the Externship	~100 students annually
Project Grade Level(s) Impacted:	10-12
Describe the activities, goals, and intended outcomes/student impact:	<p>In the proposed externship, I will be...</p> <p>Working with commercial agricultural/greenhouse staff to learn industry skills related to:</p> <ul style="list-style-type: none"> - Marketing - Plant care and nutrition - Pest management - Inventory rotation - Plant selection & plant ID <p>Outcomes:</p> <ul style="list-style-type: none"> - Learn which seed starting, planting, propagating, fertilizing methods should be taught and practiced with student in our school greenhouse room - Bring a wider range of plant species into our classroom for students to handle and identify - Foster relationships for future SAE project mentorships. <p>Student Impact:</p> <ul style="list-style-type: none"> - A greater understanding of the skills needed to be hired in the horticulture or farming field. - Offer students a look at the diverse job options related to horticulture. - Become more confident in their plant ID. - Take better care for our school plant products.
Indicate if this externship was previously funded and the source of that funding.	This is a new externship.
Hourly Rate and Total Requested Funding Amount:	up to 80 hours x \$30/hr - \$2400 total request

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested.

Simone Zurich

Signature of Business Manager

Simone Zurich

Printed Name

Executive Director Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



**Application & Reimbursement Request
FY 2024 - 2025**



**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs

Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025


GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE Budget Committee:

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

[Kathy Jankila](#) and [John Engelking](#)

<p>Name of the proposed CTE Externship Project or Projects. Denfeld Aerospace</p>	
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. Yes</p>	
<p>Primary Project Contact Name/Email/Phone: Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140</p>	
<p>Teacher(s) Assigned to Externships Name/Email/Phone: Josh Borchardt / joshua.borchardt@isd709.org / 218-336-8830 (ext. 2896)</p>	
<p>Primary Project School: Duluth Denfeld High School</p>	
<p>Primary Partners (businesses or industries) Cirrus, Duluth MN</p>	

District Number :	ISD 709
Proposed Project Start Date:	June 10, 2025
Projected number of students impacted as a result of the Externship	~100 students annually
Project Grade Level(s) Impacted:	10-12
Describe the activities, goals, and intended outcomes/student impact:	<p>In the proposed externship, I will be...</p> <p>Working with Cirrus staff to learn industry skills related to:</p> <ul style="list-style-type: none"> - Aviation Engineering & Manufacturing - Aviation Mechanics - Aerospace Industry <p>Outcomes:</p> <ul style="list-style-type: none"> - Gain current industry knowledge and understanding of various careers in the field. - Foster relationships for future aviation careers mentorships. <p>Student Impact:</p> <ul style="list-style-type: none"> - A greater understanding of the skills needed to be hired in aviation careers. - Offer students a look at the diverse job options related to aviation.
Indicate if this externship was previously funded and the source of that funding.	This is a new externship.
Hourly Rate and Total Requested Funding Amount:	up to 80 hours x \$30/hr - \$2400 total request

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested.

Simone Zunich

Signature of Business Manager

Simone Zunich

Printed Name

Executive Director Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



TRUANCY AGREEMENT

This Truancy Agreement (“Agreement”) is made and entered into by and between Independent School District No. 709, Duluth (“District”) and St. Louis County Children and Family Services (“County”) this 15 day of April, 2025 (collectively referred to as “the Parties”).

WHEREAS, the District and the County share a mutual goal of reducing truancy rates of students enrolled in the District; and

WHEREAS, the District and the County understand that each party has a role in reducing truancy rates among District students; and

WHEREAS, Minnesota Statutes Chapter 260A provides Minnesota school districts with multiple avenues for addressing student truancy; and

WHEREAS, in accordance with Minnesota Statutes Section 260E.02, the County has established a Multidisciplinary Child Protection Team, which includes the District, and which permits the County to share private and confidential data with other team members during case consultations in which recommendations are made concerning services to be provided to identified children and family; and

WHEREAS, Section 260A.01(a), provides that “[s]chool districts, county attorneys, and law enforcement may establish the programs and coordinate them with other community-based truancy services in order to provide the necessary and most effective intervention for children and their families”; and

WHEREAS, Minnesota Statutes Section 260A.04 permits schools, community agencies, law enforcement, parent associations, and other interested groups to establish community-based truancy projects and service centers which allow for the identification of students with school attendance problems and facilitate the provision of services geared to address the underlying issues that are contributing to a student’s truant behavior; and

WHEREAS, the District and County wish to create a community-based truancy project to help reduce truancy and support students and their families.

NOW THEREFORE, BE IT RESOLVED, for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Continuing Truancy Notice.** Pursuant to Minnesota Statutes Section 260A.03, the District will be responsible for providing any required notice to a child’s parent or legal guardian when the student is initially classified as continuing truant.
2. **Community-Based Truancy Project.** Pursuant to Minnesota Statutes Section 260A.04, the District and the County hereby create a community-based action project to address truancy in the District. The Parties shall work together to identify the specific services to

provided by each party. In so doing, the County shall consider data regarding students and families that it shares with the District to be shared as part of a case consultation in accordance with Minnesota Statutes Section 260E.02. Specific services provided to identified students and families will be mutually agreed to in writing by the Parties at a later date. Services which may be offered by the community-based action project include:

- a. Assessment for underlying issues that are contributing to students' truant behavior;
 - b. Referrals to other community-based services for the child and family, such as individual or family counseling, educational testing, psychological evaluations, tutoring, mentoring, and mediation;
 - c. Transition services to integrate students back into school and to help children succeed once there;
 - d. Culturally sensitive programming and staffing; or
 - e. Increased school response, including in-school suspensions, better attendance monitoring and enforcement, after-school study programs, and in-service training for teachers and staff.
3. **Future Development.** The District and the County will develop future programs to ensure students in the District are adhering to the District's attendance policies and will collaboratively address the attendance issues of those students who are not adhering to the attendance policies.
 4. **Data Privacy.** The Parties expressly understand and agree that the Minnesota Government Data Practices Act ("MGDPA") and the Family Educational Rights and Privacy Act ("FERPA") apply to data maintained and used by the Parties under this Agreement. The Parties further understand and agree that data relating to District students may be considered private educational data under the MGDPA and FERPA. The District and the County will protect the privacy rights of all student and family data when undertaking any obligations under this Agreement.
 5. **Ongoing Monitoring.** The District and the County will continue to examine similar programs around Minnesota to determine the best practices for the District and the County based on their existing procedures, programs, and understanding of problems facing students regarding enrollment in the community.
 6. **Term.** The term of this Agreement shall be through the 2025-2026 school year. Thereafter, it shall automatically renew for successful school years, with each school year term being from July 1 until the following June 30. Either party may terminate this Agreement by providing thirty days' written notice to the other party.
 7. **Independent Relationship.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the District and the County.

No party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other party. No party shall have the power to control the activities and operations of the other party and the relationship at all times will be that of independent contractors with respect to each other.

- 8. **Compliance with Laws.** Both Parties agree to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the effective date of this Agreement.
- 9. **Severability.** In the event that any provision of this Agreement is deemed illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 10. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
- 11. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except upon mutual written agreement signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the District and the County have executed this Agreement effective as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

Dated: 4/15, 2025

By: Anthony Burk

Its: Duluth Public School - Assistant Superintendent

ST. LOUIS COUNTY CHILDREN AND FAMILY SERVICES

Dated: _____, 2025

By: Linnea B. Mirsch

Its: Director, Community & Human Services

Dated: _____, 2025

By: Benjamin M. Stromberg

Its: Assistant County Attorney

AMERICORPS SERVICES AGREEMENT

This Agreement is between Reading & Math, Inc. dba Ampact, located at 1200 Washington Avenue South, Suite 310, Minneapolis, Minnesota 55415 (“Ampact”); and

Duluth Public School District

located at

215 N 1st Ave E, Duluth, Minnesota 55802

(the “Partner Organization” or “Partner”), (each a “Party” and jointly, the “Parties”).

- A. Ampact provides evidence-based AmeriCorps programs that meet critical community needs; and
- B. The Partner wishes to implement one or more of Ampact’s programs (the “Program”); and
- C. Ampact has agreed to deliver the Program subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual commitments and agreements set forth below, the Parties agree as follows.

1. The Parties.

- a. **Ampact.** Ampact is a national nonprofit organization headquartered in Minnesota with funding from the Corporation for National and Community Service dba AmeriCorps, a federal government agency (“AmeriCorps”). Ampact programs, including the Program, are delivered through services of AmeriCorps members (“Member” or “Members”).
- b. **Partner.** Partner includes the organization and all associated service site locations that hosts Members to perform service activities of the Program as outlined in each Member position description.
- c. **Relationship.** Each Party is an independent entity, and neither Party is an employee nor an agent of the other in any capacity at all. The relationship of the Parties shall be defined solely by the terms and conditions in this Agreement.
- d. **School Official.** In the event that Partner is a school district, Ampact shall be designated as a School Official in compliance with the federal Family Educational Rights and Privacy Act (“FERPA”).

- 2. **Scope of this Agreement.** This Agreement includes three components: 1) The terms and conditions set forth below; and 2) The terms and conditions in Exhibits A through F, which are attached hereto and incorporated by reference; and 3) The content contained in the Guide to Partnering, which is linked at www.ampact.us/guides and incorporated herein by reference.

3. **Term and Termination.** The term of this Agreement shall commence on August 1, 2025 and end on July 31, 2026, unless sooner terminated by either Party upon written notice to the other. Upon termination, outstanding obligations of the Parties shall be satisfied as described in this Agreement.

4. **Program Model.**

a. **Members.** Members are neither employees nor independent contractors of Ampact or the Partner. Their worker status is defined by federal law and the terms and conditions of this Agreement. Accordingly, they are ineligible to receive state and federal unemployment compensation.

Partner has been awarded AmeriCorps members by Ampact. An award refers to the number and type of Members that have been approved for placement at Partner locations. Award details are communicated via email. The fulfillment of the award is contingent upon funding and successful recruitment of Members and is not a guarantee of placement. The award may be changed at the request of Partner or Ampact. Changes are communicated in writing.

b. **Federal Restrictions.** The Parties shall operate the Program in compliance with the AmeriCorps restrictions described in Exhibits A through D to this Agreement, as well as all other applicable statutes, executive orders, regulations, and policies governing the award and AmeriCorps, as they may be modified from time to time during the term of this Agreement.

c. **Service Environment.** Members are placed at service site locations operated by Partner. Service sites must be a physical site location in the geographic community where service occurs. Partner will ensure a safe and accessible service site environment where AmeriCorps members are treated with dignity and respect. Partner will provide training to Members on site-specific safety policies and procedures. Each service site must be accessible to people with disabilities.

Each service site will post an AmeriCorps sign provided by Ampact in a visible place to identify the location as an AmeriCorps service site.

Partner will provide Members with a workspace necessary to complete all required service activities. Ampact will provide any instructional resources and manuals required by Members to understand and implement the Program. Partner will provide any materials, supplies, and/or equipment used by the Member to carry out service activities at or on behalf of Site Partner, including but not limited to a computer or electronic device, office supplies and photocopies, and specialized equipment. Any electronic device issued to a Member by the Partner shall be solely based on a written technology agreement defining the terms of use. The terms of use shall comply with all of the data security requirements set forth in this Agreement. Partner shall bear the full risk of loss of any such device or its data.

d. **Member Recruitment and Selection.** Ampact will screen, interview, and manage offers for all candidates and make the final decision regarding Member selection and placement.

Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks) that is conducted and paid for by Ampact prior to official acceptance into the Program. Ampact will notify Partner if the applicant did not clear the background check according to Ampact policy. Actual results of the

background check will not be shared with Partner without written permission from the applicant, as allowed by law. Partner assumes all responsibility for coordination of and costs associated with additional background checks required by Partner. Members may not be asked to pay for the cost of a background check.

- e. **Member Management and Supervision.** Partner will ensure the designation of Site Supervisor(s) to provide regular, on-site support and supervision to Members. The designated Site Supervisor will meet all standards of employment by Partner. Supervision includes the facilitation and verification of on-site service time and activities completed by each Member.

Ampact administers and oversees Member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, childcare assistance, and any additional benefits for which the Member qualifies.

Partner may not hire or employ Members during the Member's term of service, excluding Professional Corps members.

Ampact provides Members and Site Supervisors with training and support on the knowledge and skills necessary to participate in the Program and complete the essential functions of their role. The Partner provides Members with training and support related to site-based policies, procedures, and expectations. Members are expected to adhere to all site policies.

Ampact and Partner will work together to address Member performance issues, as needed. Partner will contact Ampact staff as soon as reasonably possible with any questions or concerns related to Member. Partner does not have the authority to terminate a Member but can request Ampact staff enact Ampact's performance management procedures, which may include a removal from the service site location.

A "Grievance" is a serious, persistent concern or complaint by a Member. Partner shall report any Grievance to Ampact without delay.

Ampact is responsible for completing and maintaining a personnel file for each Member, which includes all required documents, including eligibility documentation, timesheets, performance evaluations, and performance management documentation.

Ampact will cover Members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law. Members who sustain service-related injuries or illnesses must inform Ampact within 24 hours and complete all requested documentation.

- f. **Program Data Collection.** Ampact will provide access to a secure, online data management system for tracking service activities. In any Program providing direct services to participants, the Partner will support members in collecting data for participants who receive services from Ampact. When participant data is collected, this data is maintained online in a secure, data-privacy-compliant system. Site Supervisors are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.

5. **Non-Exclusivity.** Either Party may provide services of the same or similar nature to those described in this Agreement, or any other services at all at their sole discretion, so long as they remain in compliance with the terms of this Agreement.

6. **Data Privacy and Protection.**

All obligations shall indefinitely survive the termination of this Agreement.

All Programs and parties are required by law to be in compliance with AmeriCorps's data privacy and protection policy. Additionally, education Programs are required to adhere to the Family Educational Rights and Privacy Action ("FERPA") and the Recovery Corps and Heading Home Corps Programs are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA").

a. **Data Definitions**

- i) **Personally Identifiable Information ("PII"):** Any information that can identify an individual directly or indirectly, including direct identifiers (name, social security number, driver's license number, passport number, biometric records), indirect identifiers (birth date, sex, race, geographic location, mother's maiden name), and other unique identifiers (email address, phone number, IP address, employer, or any combination of data that can reveal identity), which can be found in various records, including education records and directory information.
- ii) **Education Record (includes PII):** Any record maintained by an educational institution that relates to a student including academic records (grades, transcripts, student schedules), disciplinary records (suspensions, expulsions), special education records (IEPs, evaluations), and school-maintained health records (immunization records, nurse visits) but excluding teacher's sole-possession notes, law enforcement records, employment records unrelated to student status.
- iii) **Directory Information (includes some PII):** A subset of education records, including basic student details (name, address, phone number, date/place of birth, major field of study), school-related recognition (participation in sports/clubs, degrees/awards received), and attendance details (enrollment dates, most recent school attended).
- iv) **Confidential Information:** "Confidential Information" means any and all nonpublic information belonging to either Party, its related businesses, or other related parties, which is or has been disclosed in the course of this Agreement, whether or not marked confidential, including, but not limited to: any and all data, by whomever created and wherever and however stored; product concepts, techniques and processes; market data, bids, estimates and proposals; lists and information; personal and business related financial information, including but not limited to prices, costs and discounts; future plans; business affairs; personnel information; and student information, including but not limited to data protected according to state and federal laws, including PII data, education records, and directory information.

b. **Data Protection**

- i) **All Programs** and their related parties are required to protect PII data that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of Members, Partner staff, or Program participants.
- ii) **Education Programs** (Reading Corps, Math Corps, Early Learning Corps, and Total Learning Classroom) and related parties are required to protect education records and directory information (unless being defined as an exclusion) that is collected or made available due to the nature of the Program, in addition to PII.

Protecting data includes establishing procedures to prepare for and respond to a breach of confidentiality. "Breach" is defined as: loss of control, compromise, unauthorized acquisition, unauthorized access, or any similar situation where persons other than the authorized users and for other than the authorized purposes have access or potential access to the data.

To protect all data, all third-party vendors, contractors, or consultants engaged by Ampact who require access to confidential data for the performance of services under this Agreement shall be bound by the terms and conditions of this security policy. These parties must adhere to the same data protection and security protocols as Ampact and must take all necessary measures to safeguard sensitive data, including but not limited to, implementing encryption, access controls, and monitoring as specified in this Agreement.

c. **Data Usages and Sharing**

For all Confidential Information, all parties agree:

- To use reasonable and prudent care to maintain all Confidential Information in confidence and not disclose it to any third party except in the performance of duties pursuant to this Agreement, unless required to do so by court order or by law; and
- To comply with all federal and state data protection laws, such as FERPA and HIPAA; and
- To maintain the security of all data in a password-protected, network-secured electronic format or in a lock-and-key secured physical location; and
- To use all data as needed to implement the Program in compliance with the terms and conditions of this Agreement, and for no other purpose except as may be authorized by a Party in writing; and
- That no report of data, or work product derived from it, may be shared publicly by either Party without the express prior agreement of the other; and
- Upon termination of this Agreement, to take such steps as may be agreed between the Parties, such as data destruction or transfer; and
- Not to use Confidential Information for the Party's own benefit or for the benefit of any third party without the written agreement of the other Party.

d. Data Destruction

Upon termination or expiration of this Agreement, all PII data shall be securely and permanently deleted (hard deleted) or de-identified, unless otherwise agreed upon or if the data is required for legal, regulatory, or contractual purposes. In cases where the data is to be retained for any period beyond the expiration of this agreement, explicit written consent shall be obtained from the relevant parties, and it shall be protected according to the terms outlined in this Agreement. The deletion or de-identification processes will comply with industry best practices and applicable laws to ensure that PII data cannot be recovered, reconstructed, or used inappropriately.

e. Data Breach

Ampact protects the confidentiality of PII by:

- Designating a PII Security Coordinator.
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared.
- Documenting policies and procedures in place to protect PII, regardless of where it is stored.
- Identifying and documenting realistic risks to security, confidentiality, and integrity of PII; and
- Following those procedures in the event of a breach.

Ampact must be notified immediately if any Partner representative suspects a breach of confidentiality related to the execution of activities outlined in this Agreement.

7. **Ownership.** Ampact owns all rights, title, and interest in all "Works" created under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, work products, tapes, and disks conceived, reduced to practice, created or originated by Ampact, its employees, Members, agents, and subcontractors, either individually or jointly with others in the performance of this contract.

Title to materials developed with the assistance of federal grant funding also may be governed by federal regulation at 2 C.F.R. § 200.315.

8. **Authority to Bind.** Neither Party may enter into any contract or agreement, or otherwise make any binding commitment on behalf the other without prior written approval.
9. **Notices.** Any notice required pursuant to this Agreement shall be delivered in writing to the affected Party at its address set forth above, or otherwise as may be agreed.

- 10. **Liability.** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, Members and agents while acting within the scope of their employment.
- 11. **Assignment.** Neither Party may assign nor transfer any right or obligation under this Agreement without the prior written consent of the other.
- 12. **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the State of Minnesota.
- 13. **Entire Agreement.** This is the entire Agreement between the Parties with respect to its subject matter. It supersedes and replaces any previous oral or written understandings or agreements between them. It may not be modified or amended except by a writing signed by both Parties.
- 14. **Signature.** Each Party understands and accepts all of the terms and conditions of this Agreement, including the terms included in Exhibits A through D, and the separate Guide to Partnering as described in Paragraph 2. above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Ampact

Date: 04-11-2025

By: *Sadie O'Connor*

Sadie O'Connor
President

Duluth Public School District

Date: 4/15/2025 | 2:26 PM CDT

Signed by:
By: *Simone Zunich*
3DAA69D6FEB545E...

Simone Zunich
Executive Director of Finance and Business Services

EXHIBIT A PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Any activity prohibited by applicable Executive Order/Memorandum; and
12. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

EXHIBIT B

SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

- A. **Supplantation:** Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

- B. **Non-Duplication:** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

- C. **Non-Displacement:**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 7. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

EXHIBIT C

PROGRAM CIVIL RIGHTS AND NON-HARASSMENT POLICY

AmeriCorps and Ampact have zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps and Ampact are committed to treating all persons with dignity and respect.

Ampact prohibits all forms of discrimination and harassment based on race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), military service, or any other category protected by law. Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Ampact.

AmeriCorps and Ampact will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's sex, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures based on a person's sex, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status.

If a Partner is found to be engaging in such activities, removal of Member(s) and denial of future Members may result.

Any questions or concerns about any type of discrimination and/or harassment related to AmeriCorps Members or Programs should be brought to the attention of any Ampact staff member:

Reading & Math, Inc. DBA Ampact
1200 S. Washington Ave, Ste 310, Minneapolis, MN 55415
hr@ampact.us or (612) 206-3030

Full text of the AmeriCorps Civil Rights and Non-Harassment Policy can be found at <https://americorps.gov/about/agency-overview/civil-rights>

EXHIBIT D DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988, Ampact is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Ampact premises, service site locations, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. Ampact requires that each Member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Ampact staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction Ampact will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, Ampact will (1) take disciplinary action up to and including exit for cause consistent with AmeriCorps rules regarding termination and suspension of service, or (2) require the Member to satisfactorily participate in an approved drug treatment program. Ampact shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

Reference: 41 U.S.C. § 701 et seq.

EXHIBIT E PROGRAM FUNDING

Partner agrees to provide a site fee to the Program to cover a portion of Member-related costs. Fees are \$2,500 for each Math Corps Member placed at Partner location(s). Ampact will issue invoices to Partner for all site fees. All payments are due within 30 days of receipt. Any adjustments to the site fee amount and/or payment schedule will be communicated in writing.

Ampact may collect information from Partner about non-monetary (in-kind) contributions including, but not limited to, the monetary value of the space, supplies, and staff time involved in operating the Program.

**EXHIBIT F
MODIFICATIONS TO THE STANDARD TERMS AND CONDITIONS OF THIS
AGREEMENT**

There are no modifications.

Duluth Campus

*College in the Schools
Office of the Registrar*

*139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812*

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth
and Independent School District 709

Term of Agreement: 2025 - 2026

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public High Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2025-2026 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. **Hybrid and/or online course modalities may be approved by UMD on a course by course basis, please reach out to umdcits@d.umn.edu** for approval. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a course permission form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only.
 - The CITS class must maintain at least 70% of students enrolled in the course for college credit (Up to 30% of students may take the course for high school credit only). Any course not meeting this enrollment requirement, will need CITS program approval.
 - Students must maintain a minimum of a 2.5 UM GPA in order to remain eligible to take CITS courses.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25-30 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
 - **Exception for this year - see Denfeld Notes**
- Provide UMD CITS program staff with a copy of the final class syllabi and the paired assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum or another

accommodation must be agreed upon. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.

- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration.
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists
- Facilitate access to UMD student/faculty benefits and services, including: internet/email, library and tutoring resources
- Share course evaluations per term, along with generalized CITS survey and research information

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS drop deadline. Refunds after the drop deadline will be determined on a case-by-case basis. No refunds will be granted following the withdrawal period. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in January.
- Spring semester enrollments are final in March and are billed in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in January.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in April and are billed in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria
MATH 1296	Calculus I	4	40	All Year	Lewis, Ed
PE 1616	Resistance Training	1	25	Fall	Marsolek, Stacia
SOC 1101	Introduction to Sociology	4	40	Fall	Hollinday, Gina
SPAN 1102	Beginning Spanish II	4	30	All Year	Cummins, Johanna
SPAN 1201	Intermediate Spanish I	4	30	All Year, Fall	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	30	Spring	Cummins, Johanna
WRIT 1120	College Writing	3	25	Fall & Spring	Mickle, Stephanie

Notes (Denfeld only):


SPAN 1102, SPAN 1201, and SPAN 1202 offerings are dependent on the completion of Johanna Cummin's Development Plan. SPAN 1201 will be offered as both an all year course (Spanish 4) and as a Fall course (the first semester of Spanish 5)

UMD is allowing an exception to the "mixed classroom" policy for the 2025-2026 year only. UMD will allow Johanna Cummins to run her Spanish 4 (SPAN 1201 - all year) and Spanish 5 (SPAN 1201 - Fall, SPAN 1202 - Spring) at the same time. This is being permitted due to the transition year of moving away from offering SPAN 1201/1202 as semester courses for Spanish 5. Johanna must still follow CITS guidelines for the two classes as though they were separate.

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg
GER 1102	Beginning German II	4	25	All Year	Lull, Emily
GER 1201	Intermediate German I	4	25	All Year, Fall	Lull, Emily
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		4.30.25
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		

cc:

Nathan Glockle, Principal, Academic Excellence Online (AEO) High School
 Tom Tusken, Principal, Denfeld High School
 Kelly Flohaug, Principal, Duluth East High School

Addendum A

**2025-2026 List of UMD CITS Courses
 To Be Offered in ISD 709**

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
MATH 1250	Precalculus Analysis	4	40	All Year	Ahern, Jenny
MATH 1296	Calculus I	4	40	All Year	Ahern, Jenny

Notes (AEO Only):

WRIT 1120 no longer being offered via AEO, per discussion between liaison Susan Perala-Dewey and Joseph Schingen. The UMD writing department is going away from online, asynchronous courses.

MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Resistance Training	1	40	Fall & Spring	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine
SPAN 1102	Beginning Spanish II	4	30	All Year	Kroll Strukel, Kimberly Kovacovic, Laurie
SPAN 1201	Intermediate Spanish I	4	30	All Year	Kroll Strukel, Kimberly Kovacovic, Laurie
SPAN 1202	Intermediate Spanish II	4	30	All Year	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart

Notes (Duluth East only):

SPAN 1201 will be offered as both an all year course (Spanish 4) and as a Fall course (the first semester of Spanish 5). GER 1201 will be offered as both an all year course (German 4) and as a Fall course (the first semester of German 5).

Grant Applications April 2025

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	Samantha Webster	Duluth Preschool	\$800.00	Supplemental food for family events and library collaboration
ICCOD	Angie Lussier	Ordean East/Special Education Teacher	\$1,531.75	This is a field trip for special education students to attend a Duluth huskies baseball game.
The Northland Foundation	Jen Jaros	ECFE/Coordinator	\$5,000.00	To support and enhance our home visiting strategy in an effort which is a proven and effective way to engage and provide parent education to families in a variety of ways.