HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, July 14, 2025
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
   A. **Guest Presentations for this Meeting -** Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.C. B-7-25-4110 - FY26 Commercial Insurance Renewal). Representative Bob St. Arnold from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding commercial insurance renewal including premiums, policy changes, coverage, etc.
   B. **Guest Presentations for this Meeting** - Long-Term Facilities Maintenance Ten-Year Plan (FY2027) Pat Overom (ICS) & Bryan Brown (Duluth Public Schools)
   C. **Guest Presentations for this Meeting** - School Resource Officer Contract (SRO) FY 2026-2028 - Jennifer Larva
2. **Department Reports**
   A. **Human Resources**
      1) HR Monthly Department Summary Report 3
   B. **Business Services**
      1) Enrollment Report - **(Reports will resume October 2025)**
      2) Child Nutrition Department Report 5
      3) Facilities Department Report 7
         a. Health and Safety Report 9
      4) Technology Department Report - (**No Attachment for July 2025)**
      5) Transportation Department Report 11
3. **Recommended Resolutions**
   A. B-7-25-4109 - FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 12
   B. B-7-25-4108 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A 35
   C. B-7-25-4110 - FY26 Commercial Insurance Renewal 38
   D. B-7-25-4111 - Acceptance of Donations to Duluth Public Schools 47
   E. B-7-25-4112 - Acceptance of Grant Awards to Duluth Public Schools 48
4. **Consent Agenda**
   A. HR Staffing Report 49
      1) Job Description - Director of Advancing Equity 50
      2) Job Description - American Indian Education Coordinator 54
      3) Teachers on Call Contract Amendment 58
   B. Finances
      1) Financial Report - **(Report will resume for FY26 in August 2025)**

2) Fundraisers 59
C. Bids, RFPs, and Quotes - None
D. Contracts, Change Orders and Leases
1) CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028 60
2) CONTRACT - BAYADA Home Health Care, Inc. (Student Services FY26) 70
3) CONTRACT - KY Interpreting Services for FY26 75
4) CONTRACT - Soliant - Deaf and Hearing Impaired (DHH) Teacher FY 2026 80
5) CONTRACT - 5-Year Functional Phonics & Morphology Curriculum 82
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Human Resources Report for July 2025 School Board Meeting
Highlighting June 2025 Activities

Department:	Human Resources
HR|Business Services Committee:	07.14.2025
Regular Board Meeting:	07.22.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- Human Resources is pleased to announce the hiring of Tori Bremer as our new HR Specialist. Ms. Bremer will be taking over for Kerri Barry and will focus on staffing and recruitment for the non-certified employee group.
- On June 11th-13th, members of the HR team attended the AASPA (American Association of School Personnel Administrators) 2-day Boot Camp held in Minneapolis. This event offered a unique opportunity for PK-12 school Human Resource department members to significantly enhance their professional development through an engaging two-day workshop. The program provided invaluable resources and fostered collaboration on essential HR topics, ultimately benefiting our district's teachers, employees, and overall operations.
- The HR team had a table at the Juneteenth Event located in downtown Duluth. It was another great turnout and we were happy to help represent Duluth Public Schools.

What We're Working On:

- We are working on a District onboarding program/plan for new directors and principals.
- We have reached tentative agreements in negotiations with the Integration Specialist and Paraprofessional units, and redline contracts have been sent to them for review.
- Initial negotiation meeting dates have been scheduled with the Food Service Unit. Negotiations are ongoing with the Principals, Education Directors, and the EEA group.

Upcoming Changes/Improvements to the Department:

- Kinsey Klasnich, our Benefits Coordinator, is resigning from her position. Kinsey has been the Benefits Coordinator since December 2022 and in that time, has made significant improvements to the Department.

Staffing Report:

- Certified Appointments - 10
- Certified Leaves - 5
- Certified Resignations - 2
- Certified Retirements - 1

Non-Certified Appointments - 3
Non-Certified Leaves - 1
Non-Certified Resignations - 12
Non-Certified Retirements - 4

Open Positions:

Certified:

Teachers (16)

- *Elementary (1)*
- *Middle School (6)*
- *Special Education (8)*
- *Adult Basic Education (1)*

Non-Certified:

Administrative (2)

Child Nutrition (6)

Maintenance (5)

- *Master Electrician (1)*
- *School Custodian I/II/III (1)*
- *School Custodian I/II/III Float (1)*
- *Second Shift Engineer II (1)*
- *Substitute Maintenance (1)*

Transportation (2)

- *School Bus Driver II (1)*
- *School Bus Driver Training Program*

Paraprofessionals (16)

- *American Indian Home School Liaison (1)*
- *Certified Lifeguard (1)*
- *Language Facilitator Deaf and Hard of Hearing (1)*
- *Mental Health Practitioner (1)*
- *Preschool Program Para (1)*
- *SpEd Building Wide Para (2)*
- *SpEd Program Para (3)*
- *SpEd Program Para KeyZone (1)*
- *SpEd Program Para LPN (3)*
- *SpEd Student Specific Setting III Para (1)*
- *Supervisory Para (1)*

Child Nutrition Report for July 2025 School Board Meeting
Highlighting June 2025 Activities

Department:	Child Nutrition
HR|Business Services Committee:	07.14.2025
Regular Board Meeting:	07.22.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Summer Meals are going strong and averaging 300 breakfasts and 600 lunches per day across the city.
- The new Application for Educational Benefits form was posted on the School District Website. Child Nutrition will be mailing out a reminder postcard to remind parents to fill out the form for next fall.

Upcoming Changes/Improvements to the Department:

- Child Nutrition was awarded a $31,000.00 grant at Myers Wilkins for the Fresh Fruit and Vegetable Program for School Year 25-26. This grant is to expose children to the variety of fresh produce that is available to them and to just fill a small snack void in the day. The grant will commence in September and run through the year.

Staffing Report:

- Currently have 6 jobs open across the district

Monthly counts 2024 2025	Breakfast Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon	2014	2237	2194	1715	2035	1424	2191	2069	2830	included	18709	111
Denfeld	3568	4330	3784	2997	3619	2848	4003	3525	4695	in	33369	199
East High	4171	4834	4194	3209	3807	3154	4591	4197	5521	MAY	37678	224
Homecroft	2691	3040	2706	2052	2647	2010	3019	2673	1777		22615	135
Lakewood	1906	2035	1908	1553	1862	1362	2046	1756	1788		16216	97
Lester Park	2758	3240	2883	2206	2858	1972	2847	2809	3738		25311	151
Lincoln park Middle	3581	4273	3789	3385	3870	3121	4488	4112	5464		36083	215
Lowell	5091	6988	6637	4363	5553	4162	6184	8778	7273		55029	328
Laura Macarthur	3547	2729	3269	2717	3266	2480	3512	3136	4554		29210	174
Myers-Wilkins	3388	3559	3097	2407	3887	2282	3110	2757	4334		28821	172
Ordean/East Middle	2464	3122	2625	2076	2265	1759	2640	2316	3147		22414	133
Piedmont	5707	5489	4619	3712	440	3297	4494	4212	3970		35940	214
Rockridge	435	384	416	352	444	320	503	480	696		4030	24
Stowe	3165	3357	2797	2415	160	2251	3182	2892	2564		22783	136
ALC	236	271	220	140	155	103	134	126	273		1658	11
	44722	49888	45138	35299	36868	32545	46944	45838	52624	0	389866	2322
	Lunch Sept	October	Nove	Dec	Jan	Feb	Mar	April	May	June		Daily Average
Congdon	6426	6800	6140	5149	6242	4718	6832	6175	8420		56902	339
Denfeld	10485	10449	9042	7433	9128	6847	9372	8746	10702		82204	489
East High	10680	12267	10578	9298	11711	8771	12221	11065	13939		100530	598
Homecroft	6524	6939	6136	5321	6528	4893	6879	6260	8332		57812	344
Lakewood	3580	3927	3325	3178	3610	2668	3754	3286	2783		30111	179
Lester Park	7101	7738	7046	6024	7065	5334	7274	7149	8673		63404	377
Lincoln park Middle	9659	9505	8214	6873	8141	6059	8998	8009	10379		75837	451
Lowell	9358	10118	8898	7456	9333	6906	9783	5345	12123		79320	472
Laura Macarthur	4132	4244	3785	3107	3889	2903	4052	3760	5282		35154	209
Myers-Wilkins	5222	5322	4565	3826	4730	3717	5085	4542	6922		43931	261
Ordean/East Middle	13664	13504	11187	10531	12827	9931	13853	12344	16239		114080	679
Piedmont	6871	5645	5724	4702	5749	4307	5995	5505	7556		52054	310
Rockridge	490	498	522	400	546	368	587	572	819		4802	29
Stowe	3340	3587	3154	2603	3311	2441	3448	3108	4417		29409	175
ALC	471	458	484	279	268	261	389	207	380		3197	21
											828747	5755
Supper	0	1184	987	960	1124	788	1118	1081	805		8047	61
Harbor City	1611	1784	1570	1274	1408	1243	1455	1401	1465		13211	92
	99614	103969	91357	78414	95610	72155	101095	88555	119236	0	1678752	10843
Head Start												
	Breakfast											
Congdon	19	73	50	57	72	60	75	127	137		670	
Homecroft	38	150	137	114	159	98	142	84	88		1010	
Lester Park	45	135	97	113	143	91	141	195	61		1021	
Lowell	88	385	353	266	344	239	361	341	353		2730	
Laura Macarthur	39	368	299	262	377	256	164	283	374		2422	
Myers-Wilkins	157	710	616	503	697	474	596	557	731		5041	
Piedmont	47	265	233	221	255	191	269	278	354		2113	
Stowe	25	144	129	107	170	113	151	147	168		1154	
	458	2230	1914	1643	2217	1522	1899	2012	2266	0	16161	
Head Start												
	Lunch											
Congdon	38	150	99	113	136	109	135	138	138		1056	
Homecroft	38	149	137	114	171	98	142	127	158		1134	
Lester Park	26	249	185	192	242	159	237	181	122		1593	
Lowell	88	1154	353	266	343	237	360	341	433		3575	
Laura Macarthur	38	375	385	264	384	259	325	354	426		2810	
Myers-Wilkins	157	710	616	503	670	474	597	557	731		5015	
Piedmont	59	380	353	365	372	260	411	409	387		2996	
Stowe	25	141	118	102	157	113	138	137	164		1095	
	469	3308	2246	1919	2475	1709	2345	2244	2559	0	19274	
AFTERSCHOOL SNACK												
Congdon	2030	2188	1905	1590	2022	2071	1980	1821	1840		17447	
Lincoln park Middle	667	926	910	728	1111	616	1273	1049	1432		8712	
Lowell	2153	2486	2148	1775	2057	1728	2354	2017	2572		19290	
Laura Macarthur	322	615	456	384	690	305	450	403	587		4212	
Myers-Wilkins	319	578	608	449	446	628	905	866	909		5708	
Piedmont	912	553	757	721	746	645	917	842	1041		7134	
Stowe	450	490	473	356	429	326	471	446	486		3927	
	6853	7836	7257	6003	7501	6319	8350	7444	8867	0		
Total meals/snacks	152,116	167,231	147,912	123,278	144,671	114,250	160,633	146,093	185,552	-	1,341,736	
Days of service	20	20	18	15	19	14	20	18	24			168
Average meals per c	7,606	8,362	8,217	8,219	7,614	8,161	8,032	8,116	7,731		7,987	

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	7,971	

Facilities Report for July 2025 School Board Meeting
Highlighting June 2025 Activities

Department:	Facilities
HR|Business Services Committee:	07.14. 2025
Regular Board Meeting:	07.22.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- All bids reviewed and in progress for all of the District's summer projects. Project timelines and KPI's established, Scope of work and working documents are in place for the summer work schedule. DNT project bid documents in development. Parking lots measured for patching and repairs. Additional fencing installed at Myers Wilkins along with the new Chiller by Johnson Controls. Chiller should be operational and commissioned by the end of July.

What We're Working On:

- East High School: Front entryway repairs. Bedrock Flint
- DNT: buildout specifications for Mechanical, Electrical, plumbing and Elevator.
- Additional Fencing install at Myers Wilkins playground completed. Century Fence.
- Lowell Exterior envelope repairs proceeding. Holm, DSGW, Benson, St. Germains.
- East High School: Storm Sewer inspection and Maintenance PO has been issued and will begin at the finish of the parking lot resurfacing. Northland Construction.
- Conditional Use Permit with City of Duluth for Myers Wilkins guardrail. Meeting scheduled for August with the City. Permit area has been posted for public comment.
- Myers Wilkins: classroom build outs underway. Holm Construction, Jamar, Benson Electric.
- Denfeld: Walt Hunting Stadium Press Box floor repair. Johnson Carpet & Flooring
- CTE East High School Manufacturing space development. DSGW. Contractors pending.
- East High: School Weight Room expansion waiting on door frame. Holm Construction
- Denfeld Cafeteria Terrazzo floor repairs. There are concerns that the issue is larger than expected. WTG flooring.
- DSC: Transportation building Expansion in progress steel structure is being assembled. Holm Const.
- Myers Wilkins: New Chiller installation is installed electrical completed waiting on insulators. Johnson Controls
- Parking lots measured for repairs needed. Contractors selected.
- Denfeld: clock tower heating installation. Benson Electric
- Rockridge: roof damage repair is in progress, received payout from insurance company. AW. Kuettel.
- Lincoln Park Keyed Elevator switches installed. TK Elevator
- New Mini Split system for IT closet at Congdon. Jamar
- Lowell walk in cooler floor repairs. Out for a quote.

Upcoming Changes/Improvements to the Department:

- No new changes

Staffing Report:

- Summer painters position interviews with applicants.

  Building Operations staff vacancies:

  Engineers:

- Lester Park Engineer II, Jack Davis Starts 7/9/25.

  Second Shift Engineers:

- Lincoln Park Second shift Engineer II.
- Ordean East Second shift Engineer II.
- Stowe Second shift Engineer I Ben Belden Transferred from Lowell
- Lowell Second shift Engineer I.

  Custodians:

- Denfeld HS we have three open Custodians.
- East HS we have two open Custodians.
- Lincoln Park one custodian that has been out on long-term medical.
- Ordean / Homecroft one custodian that is split between the two of them.
- Two unassigned Floaters.

Additionally, in regard to project work, the crew at Laura MacArthur and the help of others took on the huge project of completely stripping years of old finish off the cafeteria flooring and refinished by grinding and polishing the whole area. It looks brand new! Very impressive.

New Building operations staff:

- Jack Davis was promoted from Stowe second shift Engineer I to East HS second shift Engineer II.
- Alicia Nines is the new split custodian for Denfeld and Laura MacArthur.
- Austin Christensen is a new district wide floater. Starts June 9th
- Lee Fier has just accepted the Custodian 1 position at Denfeld and will start June 16th

Work Orders: As of June 30th

- Work in Progress 296
- Work orders completed 195

Safety Report for July 2025 School Board Meeting
Highlighting June 2025 Activities

Department:	Safety
HR|Business Services Committee:	07.14.2025
Regular Board Meeting:	07.22.2025
Report Prepared By:	Lexie Neff, CSP

What We're Working On:

- **Change in Safety Contact -** Lexie's last day at the district is July 1, 2025

- **Audits & Inspections**
  - Asbestos identification survey at 1st St building completed - final report should be sent first week of July
  - Respirable dust testing completed at East HS Wood shop - working with the teacher and insurance company safety representative to find possible solutions.
  - Routine well water sampling at Lakewood Elementary completed by MN Dept. of Health 6/4
  - Playground inspections underway

- **Regulatory Reporting**
  - None in June

- **Grants**
  - Lead in Water reduction grant - all equipment has been delivered, we're scheduling the installation with our plumbers for early July.

- **Systems & Technology Updates**
  - **Radio troubleshooting -**
    - Homecroft - Digital Radios are a better solution than a repeater
    - East HS - may need a combination of digital radios and a repeater
    - Lincoln Park - Repeater installed, still not 100% happy with coverage. May need to re-evaluate
    - Stowe - some radios are worse than others, may just need to upgrade all old Motorola radios to newer style Kenwood.

- **Training**
  - Review of annual Vector training assignments is underway.

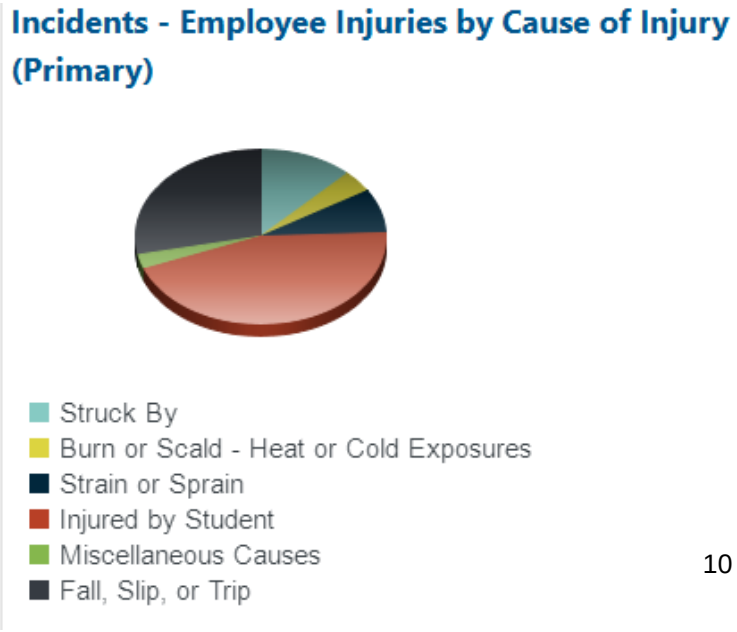
- **Chemical and Hazardous Waste Disposal**
  - Survey of items that need to be disposed of has been sent to building engineers.

- **Document Updates**
  - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
    - Progress: 31/57 (54%)
    - <u>Documents at final draft stage:</u>
      - Integrated Pest Management
      - Policy 903 & 903R (Policy 1080 & 6025)
    - <u>Documents Finished Recently</u>
      - Lead Paint Management
      - Respirable Silica Protection Program
      - Hearing Protection Program
      - Tree Trimming and Chainsaw Use Program
      - Policy 407 & 407R
      - Policy 807 (Policy 5145)
      - AED/Cardiac Arrest/Naloxone plan
      - Confined Spaces
      - AWAIR (A Workplace Accident and Injury Reduction) Plan
      - Power Outage Plan
      - Water Outage Plan
      - Hearing Conservation
      - Lead in Water and Well Water Management Plan
      - Elevated Work Platform Plan
      - Bleacher Management Plan
      - Compressed Gas Cylinder Management Plan
      - Hoist Management Plan
      - Heat and Cold Stress Prevention Plan

- **School Crisis Prevention**
  - FY26 revisions well under way - should be on track to sign before students are back
  - Danette Seboe and Todd McGowan are now certified PREPaRE trainers

Stats in the Spotlight:

- **<u>Injury and Incident Statistics</u>** <u>(2025 District summary as of 7/1/25)</u>
  - **OSHA recordable rate (TRIR) (Goal ≤ 1.0): 5.15**
  - Total OSHA recordable cases: 26
  - First aid only injuries: 48
  - Hazard reports: 15



Transportation Report for July 2025 School Board Meeting
Highlighting June 2025 Activities

Department:	Transportation
HR|Business Services Committee:	07.14.2025
Regular Board Meeting:	07.22.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- Currently we are on summer staffing and implementing the 2025 Summer School Programming.
- Sent out Parent Square communication to families of summer school students with routing information.

What We're Working On:

- We are working on routing for the 2025-26 school year.
- Fleet maintenance, which includes repairs and cleaning of buses and vans, for upcoming yearly vehicle inspections.
- Cleaning and organizing the bus garage and parts department area.

Upcoming Changes/Improvements to the Department:

- We are streamlining our Purchase Order System to more accurately track expenditures.

Staffing Report:

- Hired 2 Bus Drivers and 1 Bus Helper and are currently in the onboarding process with them.
- Had 1 full time bus driver resign.
- Had 1 part time driver submit their retirement letter to begin on Sep 1, 2025
- One of our routers took a voluntary job change to a full time Bus Driver position
- We were able to shift the router slated to be eliminated into the newly vacant routing position

Stats in the Spotlight:

- Looking to be nearly fully staffed moving into the coming school year as of now.

RESOLUTION
FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair	School Board Clerk

ISD 709 Duluth Public Schools

FY 2027

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 22, 2025

Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2027 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-011
Due: July 31, 2025

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2024, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2025. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
Duluth Public Schools	709	07/22/2025

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2024, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2027 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2024, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2027 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11. ***Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2024]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2024]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
	John Magas	14

RESOLUTION
FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

_____
School Board Chair

_____
School Board Clerk

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2027 APPROVAL YEAR

Presented to the Duluth School Board

July 22, 2025

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

All contents contained within are governed by MN STATUTES, section 123B.595.

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

ISD 709 Duluth Public Schools

FY 2027

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 22, 2025

SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY YEAR
JULY 1, 2024 TO JUNE 30, 2035
PENDING DULUTH SCHOOL BOARD APPROVAL JULY 22, 2025

BUDGET YEAR - ACTUAL FY24 AS OF JUNE 12, 2025 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	**$400,000**
DISTRICT WIDE	Health and Safety Management	$197,965
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$305,870
	HEALTH & SAFETY TOTAL	**$503,835**
	LTFM DEFFERRED MAINTENANCE LEVY 2022 (PAY 2023)	**$2,300,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,497,293
DISTRICT WIDE	LTFM Compliant In District Maintenance/ Repairs - T&M	$3,342
DISTRICT WIDE	District Wide Deferred Interior Painting	$364
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,500,999**
	LTFM TOTAL LEVY	**$2,700,000**
	TOTAL FY24 LTFM EXPENDITURES	**$2,004,834**

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
LINCOLN PARK	Restroom Floors Refinished	$32,775
LESTER PARK	Fencing on Playground	$11,660
HOMECROFT	Restroom Floors Refinished	$3,250
	LTFM DEFERRED MAINTENANCE TOTAL	**$2,022,685**
	LTFM TOTAL LEVY	**$2,375,000**
	TOTAL FY25 LTFM EXPENDITURES	**$2,422,685**

BUDGET YEAR FY26

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY26 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR **FY27 CURRENT BOARD APPROVAL YEAR**		
SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY27 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY28 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY29 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2028 (PAY 2029)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY30 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2029 (PAY 2030)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY31 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2030 (PAY 2031)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2030 (PAY 2031)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY32 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY33

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2031 (PAY 2032)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2031 (PAY 2032)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY33 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY34

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2032 (PAY 2033)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2032 (PAY 2033)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY34 LTFM EXPENDITURES	**$2,375,000**

BUDGET YEAR FY35

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2033 (PAY 2034)	**$400,000**
DISTRICT WIDE	Health & Safety Management	$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	$200,000
	HEALTH & SAFETY TOTAL	**$400,000**
	LTFM DEFERRED MAINTENANCE LEVY 2033 (PAY 2034)	**$1,975,000**
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	**$1,975,000**
	LTFM TOTAL LEVY	**$2,375,000**
	LTFM FY35 LTFM EXPENDITURES	**$2,375,000**

TOTAL HEALTH & SAFETY EXPENDITURES FY24-FY35	**4,903,835.00**
TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY24-FY35	**23,273,684.00**
TOTAL LTFM EXPENDITURES FY24-FY35	**28,177,519.00**

ISD 709 Duluth Public Schools

FY 2027

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 22, 2025

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2024 TO JUNE 30, 2035
PENDING DULUTH SCHOOL BOARD APPROVAL JULY 22, 2025

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Terrazzo Floor Repair	$52,000
	FY26 TOTAL	**$52,000**
	10 YR TOTAL	**$52,000**

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY25	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY25 TOTAL	**$2,375,000**
FY26	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY26 TOTAL	**$2,375,000**
FY27	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY27 TOTAL	**$2,375,000**
FY28	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY28 TOTAL	**$2,375,000**
FY29	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY29 TOTAL	**$2,375,000**
FY30	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY30 TOTAL	**$2,375,000**

FY31	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY31 TOTAL	**$2,375,000**
FY32	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY32 TOTAL	**$2,375,000**
FY33	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY33 TOTAL	**$2,375,000**
FY34	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY34 TOTAL	**$2,375,000**
FY35	Health & Safety Management	$200,000
	Environmental Health and Safety Projects District-Wide	$200,000
	LTFM Compliant In District Employee Salary and Benefit	$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	$400,000
	District Wide Deferred Interior Painting	$75,000
	FY35 TOTAL	**$2,375,000**
	10 YR TOTAL	**$26,125,000**

EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Front Entryway	$32,357
FY26	Parking Lot	$418,900
	FY26 TOTAL	**$451,257**
	10 YR TOTAL	**$451,257**

LINCOLN PARK MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Restroom Floors Refinished	$32,775
	FY26 TOTAL	**$32,775**
	10 YR TOTAL	**$32,775**

LOWELL ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Exterior Windows	$135,100
FY26	Siding & Construction	$765,710
	FY26 TOTAL	**$900,810**
	10 YR TOTAL	**$900,810**

LESTER PARK ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Basement Flooring	$30,177
	FY26 TOTAL	**$30,177**
	10 YR TOTAL	**$30,177**

MYERS-WILKINS ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Chiller Installation	$200,000
FY26	Flooring	$10,857
	FY26 TOTAL	**$210,857**
	10 YR TOTAL	**$210,857**

LAURA MACARTHUR ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Flooring	$42,500
	FY26 TOTAL	**$42,500**
	10 YR TOTAL	**$42,500**

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Flooring	$898,217
	FY26 TOTAL	**$898,217**
	10 YR TOTAL	**$898,217**

HOMECROFT ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Restroom Floors Refinished	$3,250
	FY26 TOTAL	**$3,250**
	10 YR TOTAL	**$3,250**

TOTAL 10 YR LTFM PROJECT EXPENDITURES $28,746,843

DEPARTMENT OF EDUCATION

Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-11

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2024, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information
District Name:	Duluth Public Schools	Date:	7/22/2025
District Number:	709	Email:	bryan.brown@isd709.org
District Contact Name:	Bryan Brown		
Contact Phone #	218-336-8907		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2025 (base year)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802	$31,802
349	Other Hazardous Materials	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
352	Environmental Health and Safety Management	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
358	Asbestos Removal and Encapsulation	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290	$7,290
363	Fire Safety	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758	$131,758
366	Indoor Air Quality	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150	$2,150
	Total Health and Safety Capital Projects - Category (1)	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More - Category (2)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category 3 (a)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects - Category 3(a)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	*Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025*											
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects - Category (4)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	$500,000	$2,000,000	$3,187,300	$0	$1,250,000	$1,500,000	$1,200,000	$0	$0	$0	$0
369	Building Hardware and Equipment	$100,000	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$0
370	Electrical	$0	$5,000,000	$4,058,800	$0	$0	$0	$0	$0	$0	$0	$0
379	Interior Surfaces	$575,000	$425,000	$1,075,000	$725,000	$725,000	$155,000	$275,000	$275,000	$275,000	$275,000	$275,000
380	Mechanical Systems	$0	$4,000,000	$4,000,000	$4,848,400	$0	$0	$0	$340,000	$340,000	$340,000	$340,000
381	Plumbing	$0	$400,000	$465,300	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$1,900,000	$1,900,000	$1,900,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
383	Roof Systems (normally below $100,000 unless the school chooses not to receive additional revenue for $100K or more roofing project/site/year - pending 2025 Legislation)	$0	$2,495,200	$4,000,000	$4,545,200	$0	$0	$0	$0	$0	$0	$0
384	Site Projects	$1,175,000	$600,000	$300,000	$0	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expenditures and Maintenance Projects - Category (5)	$4,250,000	$16,820,200	$18,986,400	$12,218,600	$4,075,000	$3,755,000	$3,605,000	$2,715,000	$2,715,000	$2,715,000	$2,715,000
Deferred Capital Expenditures for Roofing Projects - Additional Revenue for $100,000 or more project/site/year												
Finance Code	Category (6)			EFFECTIVE FY 2027								
383	Roofing Systems -pending 2025 Legislation and if passed effective FY 2027			$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Deferred Capital Expense and Maintenance - Category (6)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Annual 10-Year Plan Expenditures	$4,650,000	$17,220,200	$19,386,400	$12,618,600	$4,475,000	$4,155,000	$4,005,000	$3,115,000	$3,115,000	$3,115,000	$3,115,000
Fund Balance Section												
	Fund 01	FY 25 and 26 Revenue Projection Model Revenue		FY 27 Revenue Projection Model Ten-Year Spreadsheet								
	Beginning Fund Balance 01-467-XX	$1,553,883	-$1,211,584	-$4,213,370	-$5,588,370	-$6,653,370	-$8,628,370	-$10,283,370	-$11,758,370	-$12,373,370	-$12,988,370	-$13,603,370
	LTFM Fiscal Year Revenue - Levy	$1,884,533	$323,214	$2,300,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,599,853
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$777,064
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LEVY Page 10, Line 421	*LTFM Deduction for applicable Cooperative/Intermediate Member District Levy*	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$4,650,000	$3,325,000	$3,675,000	$3,565,000	$4,475,000	$4,155,000	$3,975,000	$3,115,000	$3,115,000	$3,115,000	$3,115,000
	Ending Fiscal Year Fund Balance 01-467-XX	-$1,211,584	-$4,213,370	-$5,588,370	-$6,653,370	-$8,628,370	-$10,283,370	-$11,758,370	-$12,373,370	-$12,988,370	-$13,603,370	-$13,341,453
	Fund 06											
	Beginning Fund Balance 06-467-XX	$6,846,377	$6,846,377	$31,611,377	$15,899,977	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377
	LTFM Fiscal Year Bonded Revenue	$0	$38,660,200	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$13,895,200	$15,711,400	$9,053,600	$0	$0	$0	$0	$0	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	$6,846,377	$31,611,377	$15,899,977	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377	$6,846,377

End of worksheet

FY 27 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 6/10/2025

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 26 LLC #	Change only if requiring levy adjustments FY 2025	Payable 2025 LLC Certification FY 2026	Current Estimate FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
1	**Type your district number in cell A2 (Minneapolis = 1.2)**													
2	**Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b**													
3	**Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33**													
4	**Look-up data from following tabs**													
5	**Initial Formula Revenue**													
6	Current year APU	57		8,825.80	8,836.17	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				8,836.17	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62
7	District average building age (uncapped)	401		41.63	41.63	42.63	43.63	44.63	45.63	46.63	47.63	48.63	49.63	50.63
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403		3,353,804	3,357,743	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754						-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	700			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	753			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-
16r	New debt service for LTFM bonds for eligible new roofing projects > $100,000 / site				beginning FY27	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b) + (16r)				-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site (corresponds to Category 2 on the Expenditures spreadsheet)	405	-	-	-	-	-	-	-	-	-	-	-	-
18r	Pay as you go revenue for eligible new roofing projects > $100,000 / site (corresponds to Category 6 on the Expenditures spreadsheet)				beginning FY27	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible projects >$100,000 / site (12) - (13) + (14) -(15) + (16a) + (16b) + (16r) + (18) +(18r)	406		-	-	-		-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	766			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	407			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	408			3,357,743	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917

FY 27 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 6/10/2025

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 26 LLC #	Change only if requiring levy adjustments FY 2025	Payable 2025 LLC Certification FY 2026	Current Estimate FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2027) (corresponds to Category 1 on the Expenditures spreadsheet)	409		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	700			5,560,275	5,558,438	5,553,503							
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	763			5,560,275	5,558,438	5,553,503	-	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	764			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	410	1,900,000.00			1,900,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000
26b	Pay-as-you-go revenue for projects over $100,000 per site	411			-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2027)	413			-	-	-	-	-	-	-	-	-	-
27a	LTFM ">100K per site" bonds	765			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless	767			2,190,195			1,989,750	1,995,000	14,385,000	14,385,000	14,385,000	6,247,500	
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	416			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		8,140,176	8,150,470	7,858,438	8,053,503	4,489,750	4,495,000	16,885,000	16,885,000	16,885,000	8,747,500	2,500,000
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**418**		8,140,176	8,150,470	7,858,438	8,053,503	4,489,750	4,495,000	16,885,000	16,885,000	16,885,000	8,747,500	3,376,917
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419		-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	**420**		8,140,176	8,150,470	7,858,438	8,053,503	4,489,750	4,495,000	16,885,000	16,885,000	16,885,000	8,747,500	3,376,917
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421		-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	**422**		8,140,176	8,150,470	7,858,438	8,053,503	4,489,750	4,495,000	16,885,000	16,885,000	16,885,000	8,747,500	3,376,917
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date			2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
36	Three year prior Ag Modified ANTC	35		141,214,674	141,214,674	144,717,489	150,506,189	156,526,437	162,787,494	169,298,994	176,070,954	183,113,792	190,438,343	198,055,877
37	Three year prior Adjusted PU (New Weights)	54		8,892.09	8,892.09	9,006.04	8,833.20	8,836.17	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62
38	ANTC / APU = (36) / (37)	424		15,880.93	15,880.94	16,068.94	17,038.69	17,714.29	18,318.26	19,050.99	19,813.03	20,605.55	21,429.78	22,286.97
39	State average ANTC / APU with ag value adjustment	425		13,579.10	13,579.10	13,765.66	14,420.42	15,209.99	15,818.00	16,451.00	17,109.00	17,793.00	18,505.00	19,245.00
40	Equalizing Factor = 123% of (39)	426		16,702.29	16,702.29	17,275.90	18,313.93	19,316.69	20,088.86	20,892.77	21,728.43	22,597.11	23,501.35	24,441.15
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		95.08%	95.08%	93.01%	93.04%	91.70%	91.19%	91.18%	91.18%	91.19%	91.19%	91.19%
42	State (aid) share of Equalized Revenue (1 - (41))	428		4.92%	4.92%	6.99%	6.96%	8.30%	8.81%	8.82%	8.82%	8.81%	8.81%	8.81%
43	Equalized Revenue (lesser of (34) or (6) * (8))	423		3,353,804	3,357,743	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917
44	Initial LTFM State Aid (42) * (43)	429		164,913	165,120	235,924	235,142	280,129	297,636	297,689	297,681	297,619	297,665	297,633
45	Old formula Grandfathered Alternative Facilities Aid	431		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))	432		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	435		7,363,113	7,373,406	7,081,374	7,276,439	3,712,686	3,717,936	16,107,936	16,107,936	16,107,936	7,970,436	2,599,853
48	**Debt Service Portion of Revenue (non-grandfather districts *)**													
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+765+766			5,560,275	5,558,438	5,553,503	-	-	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767			2,190,195	-	-	1,989,750	1,995,000	14,385,000	14,385,000	14,385,000	6,247,500	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)	768			7,750,470	5,558,438	5,553,503	1,989,750	1,995,000	14,385,000	14,385,000	14,385,000	6,247,500	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	436			3,357,743	3,376,917	3,376,917	1,989,750	1,995,000	3,376,917	3,376,917	3,376,917	3,376,917	-
53	Debt Service Aid = (52) * (42)	438			165,120	235,924	235,142	165,058	175,836	297,689	297,681	297,619	297,665	-
54	Equalized Debt Service Levy = (52) - (53)	439			3,192,623	3,140,993	3,141,775	1,824,692	1,819,164	3,079,228	3,079,236	3,079,298	3,079,252	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	440			4,392,727	2,181,521	2,176,586	-	-	11,008,083	11,008,083	11,008,083	2,870,583	-
56	**General Fund Portion of Revenue (non-grandfather districts *)**													

FY 27 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 6/10/2025

709 <= Type in School District Number

DULUTH PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 26 LLC #	Change only if requiring levy adjustments FY 2025	Payable 2025 LLC Certification FY 2026	Current Estimate FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
57	Total General Fund Revenue = (34) - (51) (includes coop levy, if any in line 33)	441			400,000	2,300,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	3,376,917
58	General Fund Equalized Revenue = (43) - (52)	442			-	-	-	1,387,167	1,381,917	-	-	-	-	3,376,917
59	Total General Fund Aid = (46) - (53)	443			611,944	541,139	541,921	612,006	601,228	479,375	479,382	479,444	479,399	777,064
60	General Fund Equalized Levy = (58) * (41)	444			-	-	-	1,272,096	1,260,117	-	-	-	-	3,079,284
61	General Fund Unequalized levy = (57) - (58)	445			400,000	2,300,000	2,500,000	1,112,833	1,118,083	2,500,000	2,500,000	2,500,000	2,500,000	-
62	Total General Fund Levy = (60) + (61)	446			400,000	2,300,000	2,500,000	2,384,929	2,378,200	2,500,000	2,500,000	2,500,000	2,500,000	3,079,284
48	**Debt Service Portion of Revenue (grandfather districts *)**													
	*** MPLS, Anoka, Bloomington, Robbinsdale, Rochester, St. Paul, Duluth**	763+764+765+766												
51	Total Debt Service Revenue = (49) + (50) + (50b)	768			7,750,470	5,558,438	5,553,503	1,989,750	1,995,000	14,385,000	14,385,000	14,385,000	6,247,500	-
52	Equalized debt Service Revenue (lesser of (43) or (51))	436			3,357,743	3,376,917	3,376,917	1,989,750	1,995,000	3,376,917	3,376,917	3,376,917	3,376,917	-
53	Debt Service Aid = (52) * (42)	438			777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	-
54	Equalized Debt Service Levy = (52) - (53)	439			2,580,680	2,599,853	2,599,853	1,212,686	1,217,936	2,599,853	2,599,853	2,599,853	2,599,853	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	440			4,392,727	2,181,521	2,176,586	-	-	11,008,083	11,008,083	11,008,083	2,870,583	-
56	**General Fund Portion of Revenue (grandfather districts *)**													
57	Total General Fund Revenue = (34) - (51) (includes coop levy, if any in line 33)	441			400,000	2,300,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	3,376,917
58	General Fund Equalized Revenue = (43) - (52)	442			-	-	-	1,387,167	1,381,917	-	-	-	-	3,376,917
59	Total General Fund Aid = (46) - (53)	443			-	-	-	-	-	-	-	-	-	777,064
60	General Fund Equalized Levy = (58) * (41)	444			-	-	-	1,387,167	1,381,917	-	-	-	-	2,599,853
61	General Fund Unequalized levy = (57) - (58)	445			400,000	2,300,000	2,500,000	1,112,833	1,118,083	2,500,000	2,500,000	2,500,000	2,500,000	-
62	Total General Fund Levy = (60) + (61)	446			400,000	2,300,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,599,853

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

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General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A
$38.6MM G.O. Facilities Maintenance Bonds - Phase 1
Assumes: Callable 2/1/33 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%
*****PRELIMINARY*****

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105% Levy	3

SOURCES AND USES OF FUNDS

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A
$38.6MM G.O. Facilities Maintenance Bonds - Phase 1
Assumes: Callable 2/1/33 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%
*****PRELIMINARY*****

Dated Date	10/01/2025
Delivery Date	10/01/2025

Sources:	
Bond Proceeds:	
Par Amount	38,659,960.45
Premium	731,817.30
	39,391,777.75

Uses:	
Project Fund Deposits:	
Project Fund	38,660,200.00
Delivery Date Expenses:	
Cost of Issuance	727,972.46
Other Uses of Funds:	
Additional Proceeds	3,605.29
	39,391,777.75

BOND DEBT SERVICE

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A
$38.6MM G.O. Facilities Maintenance Bonds - Phase 1
Assumes: Callable 2/1/33 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%
*****PRELIMINARY*****

Dated Date	10/01/2025
Delivery Date	10/01/2025

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service
02/01/2029	1,641,088.95	4.362361%		253,911.05	1,895,000
02/01/2030	1,575,936.00	4.362361%		324,064.00	1,900,000
02/01/2031	10,883,280.00	4.362361%		2,816,720.00	13,700,000
02/01/2032	10,423,645.00	4.362361%		3,276,355.00	13,700,000
02/01/2033	9,983,327.00	4.362361%		3,716,673.00	13,700,000
02/01/2034	4,152,683.50	4.362361%		1,797,316.50	5,950,000
	38,659,960.45		0	12,185,039.55	50,845,000

105% LEVY

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A
$38.6MM G.O. Facilities Maintenance Bonds - Phase 1
Assumes: Callable 2/1/33 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%
*****PRELIMINARY*****

Date	Principal	Interest	Net Debt Service	105% Levy	Levy Year	Col-lect Year
02/01/2029	1,641,088.95	253,911.05	1,895,000.00	1,989,750.00	2027	2028
02/01/2030	1,575,936.00	324,064.00	1,900,000.00	1,995,000.00	2028	2029
02/01/2031	10,883,280.00	2,816,720.00	13,700,000.00	14,385,000.00	2029	2030
02/01/2032	10,423,645.00	3,276,355.00	13,700,000.00	14,385,000.00	2030	2031
02/01/2033	9,983,327.00	3,716,673.00	13,700,000.00	14,385,000.00	2031	2032
02/01/2034	4,152,683.50	1,797,316.50	5,950,000.00	6,247,500.00	2032	2033
	38,659,960.45	12,185,039.55	50,845,000.00	53,387,250.00		

RESOLUTION REGARDING THE ISSUANCE OF GENERAL OBLIGATION
CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2025A

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

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 123B.595 (the "Act"), and Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to provide funds to finance repairs and replacements contained in the District's ten-year facility plan (the "Plan") under the Act. The Board hereby approves the Plan on file with the Board. District staff and officials are authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure approval of the Commissioner of Education for the Plan and the issuance of the Bonds, as hereinafter described, as required by the Act. The Plan approved by the Board is incorporated in the resolution as though fully specified herein.

Section 2. The Bonds. The Board hereby determines that it is necessary, expedient and in the best educational interest of the District's pupils and residents that the District issue, sell and deliver its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the "Bonds"), in the maximum principal amount of $38,665,000, pursuant to Minnesota Statutes, Section 123B.595, and Chapter 475, for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

- Building Envelope
- Electrical
- Mechanical Systems
- Plumbing
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds (the "Project").

Section 3. Sale of the Bonds.

3.01 The District's administrative staff is hereby authorized and directed to work with Robert W. Baird & Co. Incorporated ("Baird"), as underwriter for the Bonds. Baird will purchase the Bonds in an arms-length commercial transaction with the District. Fryberger, Buchanan, Smith & Frederick, P.A. will serve as bond counsel to arrange for the sale of the Bonds.

3.02 Subject to receipt of approval of the Plan and the issuance of the Bonds from the Commissioner of Education, any officer of the District and the Superintendent or Executive Director of Business Services and Finance Manager (the "Pricing Committee"), are hereby authorized to approve the sale of the Bonds and to execute a bond purchase agreement for the purchase of the Bonds with Baird, provided the principal amount of the Bonds does not exceed $38,665,000 and the TIC does not exceed 4.75% on the Bonds.

3.03 Upon approval of the sale of the Bonds by the Pricing Committee, the Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District's bond counsel.

3.04 Baird is authorized to prepare and distribute an Official Statement related to the sale of the Bonds.

3.05 If the Pricing Committee has not approved the sale of the Bonds to Baird and executed the related bond purchase agreement by December 31, 2025, this resolution shall expire.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board (the "Resolution").

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the bond registrar and paying agent for the Bonds to be designated in the Resolution or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

5.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Executive Director of Business Services is authorized to execute any applicable Minnesota Department of Education forms.

Section 6. Notice of Intent to Issue Bonds. Pursuant to the requirements of the Act, the Executive Director of Business Services shall cause the publication in the official newspaper of the District a notice of intent to issue the Bonds for the Project.

Section 7. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Bonds and to reimburse expenditures incurred with respect to such Project with the proceeds of the Bonds.

Adopted this 22nd day of July, 2025.

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

Yeah:

Nay:

_____ _____

Clerk Chair

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R E S O L U T I O N

FY26 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Commercial Insurance Renewal, is approved.

MarshMcLennan Agency

Business Insurance Proposal

ISD #709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 06/27/2025

Policy Term: 08/01/2025 to 08/01/2026

Proposal Expires On: 08/01/2025

A business of Marsh McLennan
Marsh & McLennan Agency LLC

Your future is limitless.℠

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2024-2025 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2025-2026 PROPOSED RENEWAL PREMIUMS	2025-2026 OPTION 2 CYBER
Package	Liberty Mutual		Liberty Mutual		
Property & Inland Marine		$409,427		$456,844	$456,844
Crime		$4,287	Hanover	$3,205	$3,205
General Liability		$94,250		$118,214	$118,214
School Leaders E&O		$140,791		$154,806	$154,806
Law Enforcement Legal Liability		$1,500		$1,500	$1,500
Automobile	Liberty Mutual	$88,187	Liberty Mutual	$88,528	$88,528
Workers' Compensation	Dakota Truck	$121,796	Dakota Truck	$150,199	$150,199
Agency Fee – WC	MMA	$25,000		$25,000	$25,000
Umbrella	Liberty Mutual	$31,632	Liberty Mutual	$33,593	$33,593
Cyber	TMHCC	**$**37,564.26 *Includes SLT/Fees*	TMHCC	**$**33,838.34 *Includes SLT/Fees*	**$**38,871.84 *Includes SLT/Fees*
Terrorism		Rejected		Rejected	Rejected
Total Estimated Annual Premium:		**$954,434.26**		**$1,065,727.34**	**$1,070,760.84**

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	*Houston Casualty Company* (TMHCC) ***(Non-Admitted)***
AM BEST RATING:	A++ XV ***(Superior)***
POLICY FORM:	NetGuard Policy NGP 1000 (4.2020)
POLICY TERM:	August 1, 2025 to August 1, 2026

CLAIMS MADE COVERAGE	2024-2025 EXPIRING	2025-2026 OPTION 1	2025-2026 OPTION 2
LIMITS:			
Maximum Policy Aggregate	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Third Party Liability			
Multimedia Liability Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Security and Privacy Liability Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Privacy Regulatory Defense and Penalties Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
PCI DSS Liability Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Bodily Injury Liability Coverage	*$ 250,000*	$ 250,000	$ 250,000
Property Damage Liability Coverage	*$ 50,000*	$ 50,000	$ 50,000
TCPA Defense Coverage	*$ 50,000*	$ 50,000	$ 50,000
First Party Insuring Agreements			
Breach Event Costs Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Post Breach Remediation Costs Coverage	*$ 25,000*	$ 25,000	$ 25,000
BrandGuard Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
System Failure Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Dependent System Failure Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Cyber Extortion Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Cyber Crime Coverage			
Financial Fraud	*$ 250,000*	$ 250,000	**$ 500,000**
Telecommunications and Utilities Fraud	*$ 250,000*	$ 250,000	**$ 500,000**
Phishing Fraud Sublimits			
-Your Phishing Fraud Loss	*$ 250,000*	$ 250,000	**$ 500,000**
-Client Phishing Fraud Loss	*$ 250,000*	$ 250,000	$ 250,000
-Phishing Fraud Aggregate	*$ 250,000*	$ 250,000	$ 250,000
Cyber Crime Aggregate	*$ 250,000*	$ 250,000	**$ 500,000**
Bricking Loss Coverage	*$ 2,000,000*	$ 2,000,000	$ 2,000,000
Property Damage Loss Coverage	*$ 50,000*	$ 50,000	$ 50,000
Reward Expenses Coverage	*$ 50,000*	$ 50,000	$ 50,000
Court Attendance Costs Coverage	*$ 25,000*	$ 25,000	$ 25,000
Additional Defense Costs Limit	*N/A*	N/A	N/A
Breach Event Costs Outside the Limit	*Included*	Included	Included

Network Security & Privacy Liability (Continued)

RETENTION:			
System Failure Waiting Period	*8 Hours*	8 Hours	8 Hours
Dependent System Failure Waiting Period	*12 Hours*	12 Hours	12 Hours
BrandGuard Waiting Period	*14 Days*	14 Days	14 Days
All Others, Each Claim	*$ 25,000*	$ 25,000	$ 25,000
ANNUAL PREMIUM:	***$ 36,261.00***	**$ 32,645**	**$ 37,530**
Policy Fee	*$ 195*	$ 195	$ 195
Surplus Lines Tax	*$ 1,093.68*	$ 985.20	$ 1,131.75
Surplus Lines Fee	*$ 14.58*	$ 13.20	$ 15.09
TOTAL ANNUAL PREMIUM	**$ 37,564.26**	**$ 33,838.34**	**$ 38,871.84**

RETROACTIVE DATE: Full Prior Acts

KNOWLEDGE DATE: August 1, 2024

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:
(Per Expiring, Unless Noted)

1. Amendment of Created or Acquired Subsidiaries Clause
   - Acquisition Threshold: 10%
2. Amendment of Other Insurance Provisions: Excess Insurance
3. Biometric Claims Sublimit
   - $250,000 Each Biometric Claim/$250,000 Aggregate
   - Deductible to Match Policy
   - Full Prior Acts
4. Dependent System Failure Non-IT Service Provider Sublimit: $2,000,000 Per Claim & Aggregate
5. Nuclear Incident Exclusion
6. Policyholder Disclosure Notice of Terrorism Insurance Coverage
7. Service of Suit
8. War and Cyber Operation Exclusion
9. Cyber Crime Amendatory Undelivered Goods or Services – ***NEW***
10. Cyber Extortion Amendatory: Pay on Behalf – ***NEW***

SUBJECT TO:

- Written Request to Bind Coverage
- Signed Non-Admitted Carrier Acknowledgement Form
- Application signed within 45 days of Inception by CEO, COO, CFO, CTO, President, Owner, Executive members- Example: Vice President, General Managers/Operation Managers /Partners, Controller, General Counsel, Risk Manager, Principal, Treasurer, Director,

PAYMENT TERMS:

- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Loss Control Services

MMA Loss Control Services provided during the 24-25 Policy term:

Safety Services 2024-2025:

- **Facility Safety Walkthrough** – Conducted a walkthrough of the DPS Transportation Building (711 Portia Johnson Dr.) and the Maintenance Building (713 Portia Johnson Dr.), focusing on machine guarding and OSHA compliance.
- **Respiratory Protection Training and Fit Testing** – Conducted respiratory protection training for three (3) facilities employees, emphasizing the importance of proper usage, storage, limitations, and other aspects of respiratory protection. This training was followed by a qualitative fit test to ensure that the respiratory protection equipment fits properly and safeguards employees from recognized hazards.
- **Noise Dosimetry** – Conducted a full day of noise sampling on three employees at Lowell Elementary School, including two Art Teachers and one First Grade teacher. Sampling utilized Svantek Personal Noise Dosimeters and was conducted throughout the entire teacher contract hours. The results and corrective action recommendations were compiled into an official report and submitted to Lexie Neff for review.
- **Indoor Air Quality (IAQ) Assessment** – Performed an air quality assessment at Duluth Denfeld High School in response to a grievance from a Physical Education teacher regarding a strong odor in the gymnasium. Lexie Neff, Christopher Stoffel, and I inspected the gymnasium storage closets, the Auto Shop that shares a wall with the gymnasium, the penthouse air handlers, and the rooftop fresh air intake and exhaust to address the concern. A report detailing my findings and recommendations was created and sent to Lexie Neff.
- **Wood / Respirable Dust Industrial Hygiene Sampling** – Conducted air sampling for respirable dust in the Industrial Technology and Construction classroom at Duluth East High School. Sampling was performed on one teacher during their student contact hours (8:50 AM – 2:37 PM) using personal air sampling pumps. The results and corrective action recommendations were compiled into an official report and sent to Lexie Neff for review and next steps.
- **Red Cross Adult First Aid / CPR / AED Certification** – One Red Cross Adult FA/CPR/AED Certification course has been conducted for ISD #709, with additional courses planned. Six employees from the District's Safety Committee received certification, which is valid for two years.
- **Lock Out Tag Out (LOTO) Safety Program Overhaul** – In collaboration with Lexie Neff, the District's LOTO safety program, training, and equipment-specific procedures are currently being updated. This project is ongoing.
- **Silica Safety Program Template** – A Silica Safety program template was provided to Lexie.

RAS Loss Control Services:

Wellness fair activity from 5/27/25:

1. RAS had information handout on End of School Year safety and Active participation with children
    a. About 17 people actually took some of our handout materials including some from administration that planned to post the document and some from the teachers union.
    b. More people took the "Play it Safe" information than the "End of School Year Safety"

2. We gave out hot/cold packs which were popular and provided a starting point for some discussion of personal first aid.
    a. About 80 hot/cold packs were given away.
3. RAS conducted an informal survey with people who stopped by asking "Who would you talk to if you had Safety Questions or Concerns?"

    a. Total of 138 people were talked to at the booth but some were not surveyed during the peak periods.
    b. 116 people were verbally surveyed Highlights include
        i. Safety Committee Member: NONE
        ii. Safety Director/Lexie Neff: 9 primarily people in more administrative roles like nurse or office staff
        iii. Unknown who to contact: 15
        iv. Most chose Principal or Supervisor:

Who would you go to with Safety Questions or Concerns?

Safety Coordinator / Lexie Neff	16
Principal / Supervisor	55
Office Personnel	16
HR	5
Website	3
Building Engineer	4
Union	2
Don't know who	15
Safety Committee Member	0

Workers' Compensation Renewal Exhibit

Program	2024/2025 $100,000 Deductible	2025/2026 $100,000 Deductible
Aggregate	$440,000	$440,000
Premium	$106,096	$131,699
Claim Handling Fee	$ 12,700	$ 15,500
Loss Control Fee	$ 3,000	$ 3,000
Agency Fee	$ 25,000	$ 25,000
*** Cost of Program**	**$146,796**	**$175,199**
Estimated Payrolls	$71,072,228	$90,239,458
Composite Rate/$100 *(excluding TRIA)*	$ 0.128	$ 0.1254

Policy Term Projected Cost of Risk as of	23/24 4/28/25	24/25 4/28/25	25/26 8/1/2025
Projected Losses within Ded.	$104,053	$138,237	$135,359
Cost of Program	$167,675	$146,796	$175,199
Total Cost of Risk	**$271,728**	**$285,033**	**$310,558**

$2500 Deductible 5 year average annual premium = $503,766

Projected Cost of Risk is based on the most recent 5 years loss history

*cost of program includes RAS fees, MN Special Comp Fund premium, terrorism and expense constant

Workers' Compensation (Continued)

EXPERIENCE MODIFICATION FACTOR HISTORY:

POLICY TERM	EXPERIENCE MOD.
2025-2026	.67
2024-2025	.68
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37

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
East HS	Jessie Erickson	$50.00	Anja Erickson and Analise George	
East HS	Essentia Health (c/o Terri Nystrom)	In-kind	Used for the nursing program at East High School	Three used hospital beds donated to the nursing program at East High School to replace broken beds
Lester Park	Lester Park Elementary Foundation	$6,571.88	Fall 2024 Teacher requests	
Lester Park	Lester Park Elementary Foundation	$3,200.00	Wolf Ridge Donation	

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**
Duluth Community School Collaborative	Kim Kohlhaas	Lincoln Park Middle School	$335,149.27	Support the restorative practices initiative at Lincoln Park Middle School

HUMAN RESOURCES ACTION ITEMS FOR: JULY 22, 2025

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
EARLEY, JAMES B	MATH TEACHER/EAST, (BA) III, 8, 1.0, FLORESTANO B.	08/25/2025
HORNER, CURTIS R	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 2, 1.0, O'NEIL A.	08/25/2025
JOHNSTON, ERIKA X	OUTDOOR ED TEACHER/LINCOLN PARK, (MA+15) IV, 9, 0.6, DAW G.	08/25/2025
KARG, GRETCHEN A	LITERACY LEAD TOSA/DISTRICT WIDE, (MA+30) IV, 9, 1.0	08/25/2025
KOVALA, LADAWN R	ELEMENTARY ART SPECIALIST/MYERS-WILKINS, (MA) IV, 9, 1.0, CAPISTRANT-KINNEY E.	08/25/2025
KUEHL, KELSEY N	ELEMENTARY ART SPECIALIST/LOWELL, (BA) III, 8, 1.0,	08/25/2025
PHILLIPS, ROBERT J	DEAN OF STUDENTS TOSA, LOWELL, (MA) IV, 9, 1.0	08/25/2025
SCHULDT, MARY N	SPED SPEECH LANGUAGE PATHOLOGIST/DISTRICT WIDE, (MA+45) IV, 7, 0.6, SORVIK J.	08/25/2025
SLATTERY, BRAYDEN A	ELEMENTARY MUSIC SPECIALIST/MYERS-WILKINS, (BA) III, 1, 1.0, SAUMER J.	08/25/2025
WENZEL, ADAM J	SPED TEACHER/DENFELD, (BA+15) III, 3, 1.0, LUNDE A.	08/25/2025

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES	
ADATTE, CHELSEA L	5TH GRADE TEACHER- MYERS-WILKINS ES	08/25/2025	06/05/2026
KERKHOF, LOGAN J	ELEM ART TEACHER - LESTER PARK ES	09/17/2025	12/10/2025
RODRIGUES, GABRIELLE D	VOCAL MUSIC TEACHER-ORDEAN-EAST MS	08/25/2025	06/05/2026

CERTIFIED PERMANENT INCREASE	POSITIONS	EFFECTIVE DATES
KNAPP, MICHAEL C	AMERICAN SIGN LANGUATE TEACHER/DENFELD 0.6, EAST 0.4,	08/25/2025

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
SELL, NATALIE A	SPED RESIDENTIAL - MERRITT CREEK ACADEMY	07/11/2025
STEFFAN, KAITLYN J	SPED ELEM RESOURCE - LAURA MAC	07/31/2025

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
HOLMAN, JOEL O	MATHEMATICS TEACHER - DENFELD HS	06/18/2025

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ECKBERG, BARBARA A	HEAD START COORDINATOR/DW, CL II-A	08/11/2025
ERDAHL, RACHEL L	SUMMER EXCEL INSTRUCTIONAL PARA/LESTER PARK, LINCOLN PARK, 0.5, $17.95/HR,	06/16/2025
KRUEGER, GREGORY	DIRECTOR OF TECHNOLOGY/DW, INDIVIDUAL	08/04/2025
FLOHAUG, LUNDIN D	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40/WK, $17.52/HR	06/23/2025
NINE, PEYTON A	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40HR/WK, $17.52/HR	07/09/2025

NON-CERT PERMANENT INCREASE	POSITION	EFFECTIVE DATES
MCGREW, PAULA L	OSS-INTERMEDIATE/HEAD START, 40/43WKS, $23.57/HR	08/11/2025

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES	
THOMPSON, TRACY A	OSSS - LESTER PARK ES	05/01/2025	06/20/2025

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
ATATISE SKINAWAY, DOREEN L	OJIBWE LANG & CULTURE COORD - DW	06/30/2025
BARRY, KERRI A	HUMAN RESOURCES SPECIALIST - DSC	07/10/2025
BICK, RYAN S	BUS DRIVER - TRANSPORTATION	07/11/2025
DORIOTT, JESSICA M	SPED PROG PARA SETTING III/IV - ROCKRIDGE ACADEMY	06/27/2025
ECKSTROM, ALYSSA M	OSSS - DSC	06/17/2025
HOLLIDAY, COLLEEN C	OSSI - EAST HS	06/10/2025
KLASNICH, KINSEY M	BENEFITS COORD - DSC	07/25/2025
LAQUALIA, LAURIE A	OSSI - EAST HS	06/10/2025
NEFF, ALEXANDRA L	HEALTH SAFETY & ENVIRONMENT COORD - DW	07/01/2025
SIMMONS, LEAH K	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/02/2025
SMITH, NATHAN D	EDUCATION EQUITY COORD - DW	07/11/2025
WHITE, SHEILA L	COORD INDIAN ED. - DW	06/30/2025

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
DOUCETTE, LORI L	POOL CUSTODIAN - LINCOLN PARK MS	07/01/2025
HALLFRISCH, MONICA M	COMMUNITY LIASON PARA - STOWE ES - REVISED DATE	09/24/2025
HUGHES, SCOTT J	SPED PROG PARA SETTING III/IV - EAST HS	06/06/2025
KOLDEN, DANIEL L	ENGINEER II - ROCKRIDGE ACADEMY	09/02/2025

POSITION DESCRIPTION
Director of Advancing Equity

SECTION I: GENERAL INFORMATION

Position Title: Director of Advancing Equity	**Department:** Teaching, Learning and Equity
Immediate Supervisor's Position Title: Assistant Superintendent	**FLSA Status** Exempt
Pay Grade Assignment: N/A	**Bargaining Unit:** Independent Employment Contract
Accountable For (job titles): American Indian Coordinator, Ojibwe Language and Culture Coordinator, Integration Specialists, Families In Transition Teachers, Executive Assistant	
General Summary of Purpose Of Job: The Director of Equity and Inclusion provides strategic leadership and comprehensive oversight for the district's equity and inclusion initiatives. This pivotal role ensures that equitable and inclusive principles are deeply integrated into all policies, programs, and operations, directing a team of specialists to deliver essential student and family support, foster cultural competency, and create safe and welcoming school environments for every student and family.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Provide leadership and strategic direction for the district's equity and inclusion initiatives, ensuring alignment with district mission and goals.
2.	Develop, implement, monitor, and evaluate comprehensive equity and integration plans, including measurable goals and accountability frameworks, such as the Achievement and Integration Minnesota (AIM) Plan and the Equity Achievement Plan.
3.	Serve as a primary resource, providing coaching, professional development, and consultation to district administration and staff on equity issues, culturally responsive practices, and organizational development.
4.	Collaborate with academic departments to support the planning, implementation, and evaluation of inclusive curriculum and programs that address disparities and promote student success, ensuring direct student and family support services are integrated effectively.
5.	Oversee and guide the Education Equity Advisory Committee (EEAC) and other relevant advisory groups in achieving district goals related to reducing academic gaps, raising graduation rates, and addressing disparities for underserved populations.
6.	Prepare and present annual reports to the School Board and the Minnesota Department of Education (MDE) on the progress of equity and integration plans and other relevant initiatives
7.	Manage the departmental budget, including planning, supervising, and monitoring expenditures of desegregation funds, and approving requisitions.
8.	Supervise and evaluate assigned staff, including evaluation of Integration Specialists and FIT Coordinators, fostering their development and ensuring effective performance in support of equity goals.
9.	Represent the District on State and local boards and committees regarding achievement, integration, and equity, as directed by the Superintendent.

10.	Partner with Human Resources to develop and implement strategies for recruiting, hiring, and retaining a diverse staff that mirrors the student population.
11.	Design, coordinate, and facilitate workshops, presentations, and other learning opportunities to promote diversity, equity, and inclusion for all stakeholders, including training for new teachers and specialized training and support for staff delivering student and family services.
12.	Work with schools to identify and address systemic barriers that impede student learning and feelings of belonging, recommending alternative programming options and providing expertise in gender identity support, and guiding direct support staff in culturally responsive interventions, conflict resolution, and strategies for student success.
13.	Serve as the district's Title VI and Title IX Compliance Coordinator, investigating reports of discrimination and developing corrective action plans.
14.	Analyze district data through an equity lens to identify systemic inequities and advise on strategies to address them, ensuring effective multilingual communication with families, and utilizing data from student support programs to track progress, attendance, and intervention efficacy.
15.	Establish and maintain collaborative partnerships with community agencies, culturally specific organizations, and the Parent Advisory Committees to support equitable and sustainable programs and practices, ensuring robust networks for student, family, and staff access to essential resources and cultural enrichment.
16.	Provide shared supervision and leadership support for the District's Education Center.
17.	Perform other related duties as assigned to ensure the efficient and effective operation of the department and to support the district's overall equity and inclusion goals.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
	High school diploma or GED.
X	**Degree Required:** A bachelor's degree in education, Indian Studies, social science, or a closely-related field is required.
X	**Required Work Experience in Addition to Formal Education/Training:** A minimum of ten (10) years extensive, progressively responsible leadership experience in equity, diversity, and inclusion initiatives within a large, complex educational system or similar organization. This experience must clearly demonstrate a track record of: ● Developing, implementing, and evaluating impactful equity-focused programs. ● Strategic planning and achieving measurable outcomes related to equity goals. ● Successful team leadership, supervision, and professional development facilitation. ● Building and sustaining strong partnerships with diverse community stakeholders. ● Managing significant budgets and securing external funding. ● Navigating complex organizational change and addressing systemic inequities.
X	**Required Supervisory Experience:** Requires at least three (3) years of supervisory experience within a school district or social service agency, with demonstrated experience overseeing staff who provide direct student support, family engagement, cultural mediation, academic assistance, and community resource navigation for diverse student populations.

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
● Master's degree or higher in a related field. ● Current Minnesota teaching license and/or current valid Minnesota K-12 Administrative License. ● Certifications in Intercultural Development Inventory or other equity-related instruments and/or training programs

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive understanding of educational equity theories, research, and best practices.
- Cultural proficiency, culturally responsive pedagogy, and social justice principles.
- Applicable federal, state, and local laws, codes, regulations, and policies related to education equity, including Title VI, Title IX, the McKinney-Vento Act, and relevant Minnesota education statutes.
- Strategic planning, program evaluation, and continuous improvement processes in an educational context.
- Fiscal management and budgeting principles, including grant funding processes.
- Adult learning theory and effective professional development strategies.
- Organizational development principles and change management.
- Data collection, disaggregation, analysis, and reporting for identifying and addressing inequities.
- Recruitment and retention strategies for a diverse workforce.

Skills

- Demonstrated leadership skills, especially regarding cross-cultural interaction and building consensus among diverse groups.
- Excellent written and verbal communication skills, including public speaking and report preparation.
- Identifying systemic barriers and develop and implement actionable plans for their resolution.
- Facilitating various size groups, including conflict resolution and navigating complex/emotional conversations.
- Effective management, organizational, and supervisory practices.
- Demonstrated effective management, organizational, and supervisory skills.
- Successful grant writing and resource attainment.
- Proficiency in using computer technologies, including word processing, spreadsheets, email, and calendar tools; experience with district-specific systems (e.g., Skyward, Infinite Campus) preferred.

Abilities

- Conduct research, analyze data through an equity lens, and interpret findings to inform decision-making.
- Design and implement effective equity policies and programs.
- Work effectively with all levels of District staff, parents, students, and community members, fostering positive relationships while holding all groups accountable for equity goals.
- Work independently with minimum direction and make sound decisions within established guidelines.
- Lead and manage programs, staff, budgets, and grants.
- Advocate for students and families, building strong community partnerships.
- Design and deliver culturally authentic education, development, and support.

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

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:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

ISD 709 Duluth Public Schools

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: American Indian Education Coordinator	**Department:** Teaching, Learning and Equity
Hiring Preference for this Position: In accordance with federal law (Title VII of the Civil Rights Act of 1964, as amended) and Minnesota Statutes, preference will be given to qualified American Indian candidates for this position.	
Immediate Supervisor's Position Title: Assistant Superintendent or Designee	**FLSA Status** Non-Exempt
Pay Grade Assignment:	**Bargaining Unit:** DDWIAA
Accountable For (job titles):-American Indian Homeschool Liaisons, other support staff funded through the AIE grant, and clerical support.	
General Summary of Purpose Of Job: Under limited supervision, plans, implements, and administers all aspects of American Indian Education programs, fostering the optimum educational and personal development of American Indian students. The Coordinator serves as the principal liaison among the school district, the American Indian Parent Committee, and the broader community, ensuring culturally responsive practices and supporting academic achievement through community-based cultural values.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	**Essential Duties:** **(These duties are a representative sample; position assignments may vary.)**
1.	Plan, implement, and administer culturally based American Indian education programs, ensuring consistent adherence to established State and Federal statutes and guidelines established by MDE for developing the AIE plan and plans for JOM and Title VI.
2.	Supervise and evaluate professional and paraprofessional staff within the American Indian Education Department, setting clear goals and improvement plans.
3.	Advocate for the needs of American Indian students, providing comprehensive assistance, advice, and support to both students and staff on various issues.
4.	Oversee all departmental and grant fiscal matters, including developing and managing State and Federal funds and budgets, collaborating with Business Services on grant preparation and financial oversight.
5.	Work collaboratively with the American Indian community and Parent Committee to assess needs, develop effective programs, and facilitate regular meetings to address concerns following MDE guidelines and District priorities
6.	Prepare and present progress reports for the AIE, JOM, and Title VI plans, along with their associated budgets, to the American Indian Education Committee and funding agencies. Conduct assessments and in-house evaluations to monitor program progress.
7.	Partner with curriculum staff to incorporate American Indian Learner outcomes into the District curriculum, develop stand-alone cultural units, and create alternative assessments aligned with American Indian experiences.

8.	Aid in developing and implementing interventions specifically designed to narrow achievement gaps and increase graduation rates among American Indian students.
9.	Plan and facilitate elementary, middle, and high school field trips and cultural events
10.	Maintain and develop contacts with relevant state-wide and national American Indian Education groups to stay informed and anticipate educational trends and solutions for Duluth Public Schools.
11.	Maintain comprehensive written progress reports for participating students and manage all necessary 506 Forms.
12.	Support or lead the district team in the Tribal Consultation process, gathering required data and information from Tribal Nations Education Committees and MDE.
13.	Participate in and lead community outreach activities, and regularly update website information and American Indian Equity curriculum materials.
14.	Work and partner with the Parent Advisory Committee and program staff to identify and plan future program activities supported by grant funding.
15.	Perform other duties of a comparable level or type as assigned, providing professional expertise and ensuring consistent communication within the department and district.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

AMERICAN INDIAN PREFERENCE IN EMPLOYMENT

Duluth Public Schools applies Indian Preference in employment for this position in accordance with Section 703(i) of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e-2(i)), which permits the preferential treatment of American Indian individuals for employment by businesses or enterprises on or near an Indian reservation. Federal statutes, such as the Indian Self-Determination and Education Assistance Act of 1975, and applicable Minnesota Statutes (e.g., related to American Indian Education programs, specifically where federal Indian Education funds are received).

This preference is based on the unique political relationship between the U.S. government and American Indian tribal governments, recognizing the essential role of American Indian individuals in leading and administering programs designed to serve American Indian students and communities.

Eligibility for Indian Preference:
To be considered for Indian Preference for this position, applicants must meet the minimum qualifications outlined below AND provide proof of eligibility with their application materials. Eligibility for Indian Preference typically includes, but is not limited to, individuals who are:

- An enrolled member of a federally recognized American Indian tribe, OR
- A descendant of a member of a federally recognized American Indian tribe who was residing within the present boundaries of any Indian reservation on June 1, 1934, OR
- An Alaska Native.

Required Documentation:
Applicants claiming Indian Preference MUST provide official documentation verifying their eligibility with their application. This typically includes a copy of your tribal enrollment card or other official tribal documentation verifying enrollment. Failure to provide appropriate documentation may result in not being considered for Indian Preference for this position.

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
	High school diploma or GED.
X	**Degree Required:** A bachelor's degree in education, Indian Studies, social science, or a closely-related field

	is required.
X	**Required Work Experience in Addition to Formal Education/Training:** A minimum of three (3) years experience working with Native American students at various grade levels, collaborating with students, families, and colleagues from a variety of ethnic, racial, and cultural backgrounds. Must be knowledgeable of Native American Indian culture, history, values, and communities. An equivalent combination of education, training, and/or experience totaling five (5) years of successfully performing essential functions will also be considered.
X	**Required Supervisory Experience:** Requires at least one year of supervisory experience within a school district or social service agency, specifically working with the American Indian community, parents, and students of the same or similar heritage.

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

Proficiency in an American Indian language, particularly Ojibwemowin (Ojibwe), is highly preferred.

LICENSE/CERTIFICATION: (Identify licenses/certifications required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive understanding of diverse American Indian cultures, histories, traditional values, and contemporary issues.
- In-depth knowledge of Federal and State laws impacting American Indian education (e.g., Indian Education Act, Johnson O'Malley, FERPA).
- Familiarity with Tribal programs and resources serving American Indian people, especially those relevant to Duluth and surrounding areas.
- Strong knowledge of educational best practices for American Indian youth achievement, cultural identity, and well-being.
- Understanding of culturally responsive teaching methodologies and trauma-informed practices applicable to American Indian students.

Skills

- Exceptional verbal, written, and presentation skills, including grant writing and comprehensive reporting.
- Advanced interpersonal and human relations skills for collaborative relationships with diverse stakeholders.
- Proficiency in program planning, implementation, and evaluation, project management, and outcome assessment.
- Strong organizational skills and time management skills.
- Leadership and supervisory skills to effectively guide, evaluate, and develop a team.
- Budget development and management, including grant fiscal administration and compliance.
- Demonstrated conflict resolution and problem-solving skills for complex situations.
- Proficiency with modern office software (MS Office Suite, Google Workspace).

Abilities

- Work both autonomously and as part of a team
- Lead and manage programs, staff, budgets, and grants.
- Advocate for students and families, building strong community and tribal partnerships.
- Design and deliver culturally authentic education, development, and support.
- Utilize data to assess program effectiveness and plan strategically.
- Maintain composure and respond effectively to unexpected situations.
- Navigate complex situations, resolve conflicts, maintain composure, and manage priorities, including travel.

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

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:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

_____ _____

Signature – Human Resources **Date**

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

AMENDMENT FOUR

This Amendment Four ("Amendment"), is made and incorporated into the Agreement between Teachers On Call, a Kelly® company ("TOC"), with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools ("Customer"), for the purpose of amending the services and markup of their Agreement.

RECITALS

A. Whereas TOC and Customer entered into an Agreement beginning July 20, 2022 and

B. Whereas TOC and Customer entered into an Agreement Renewal ("Agreement"), dated June 30, 2024, and

C. Now, therefore, TOC and Customer wish to modify the Agreement to include Clerical and Custodial as additional service lines as set forth below:

AGREEMENT TERMS

TOC and Customer therefore agree as follows:

1) **Clerical:** Clerical substitute staffing will be provided to the district and TOC will pay clerical substitute staff at a rate of $18.02 per hour for daily substitutes, and $21.02 for long-term clerical substitutes (over two weeks).

2) **Clerical Markup Increase.** Customer agrees to an hourly bill rate of 1.31 mark-up on straight time hourly pay.

   Example: $18.02 (hourly pay rate) x 1.31 (mark-up) = $23.61 (hourly bill rate)

3) **Custodial:** Custodial substitute staffing will be provided to the district, and TOC will pay custodial substitute staff at a rate of $18.05 per hour.

4) **Custodial Markup Increase.** Customer agrees to an hourly bill rate of 1.34 mark-up on straight time hourly pay.

   Example: $18.05 (hourly pay rate) x 1.34 (mark-up) = $24.19 (hourly bill rate)

5) **Miscellaneous.** This Amendment will become effective when both parties have signed below.

Teachers On Call, a Kelly Education® company	**Duluth Public Schools**
Signature:	Signature:
Name: Camie Brunner	Name: Theresa Severance
Title: Director Client Services	Title: Ex. Director HR + Operations
Date: 7/8/25	Date: 6/30/2025

Fundraisers Reported
June 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
Piedmont	Schoolwide	$900.00	Clothing Store to support PBIS funding

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 ("School District") and the CITY OF DULUTH ("City").

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I
SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1.1 For the purpose of this Agreement, the term "school resource officer" (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.2 The SRO will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children's and the community's needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.3 The duties of the school resource officer include the following:

a. The duties described in the job description attached as Exhibit A;

b. Fostering a positive school climate through relationship building and open communication;

c. Protecting students, staff, and visitors to the school grounds or at school-sponsored events or activities;

d. Deterring all forms of criminal activity on school property and at school-sponsored events and activities;

e. Serving as a liaison from law enforcement to school officials;

f. Providing advice on safety drills;

g. Identifying and advising on security vulnerabilities in school facilities and safety protocols;

h. Educating and advising students and staff on law enforcement topics; and

i. Enforcing criminal laws;

ARTICLE II
FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2.1 The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2025-2026 school year and will continue through the end of the 2027-2028 school year, terminating on June 30, 2028. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual written consent of the parties.

2.2 During the term of this Agreement, SROs shall be made available to the following School District schools on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year: Denfeld High School, East High School, Lincoln Park Middle School and Ordean East Middle School. In the event of an individual absence of an SRO at a specific school site, backup SRO officers from other buildings will be utilized as mutually agreed upon by Duluth Police Department and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.3 The School District agrees to pay the City for a total of four (4) SROs and a Community Policing Sergeant in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

a. <u>2025-2028 School Resource Officer, 3-year contract:</u>

   i. Year 2025-2026: 7% increase from previous year, rate per officer is $84,834.00 and $339,336.00 total reimbursement for all four sites;

   ii. Year 2026-2027: 4.5% increase from previous year, rate per officer is $88,651.00 and $354,606.00 total reimbursement for all four sites;

   iii. Year 2027-2028: 5% increase over previous year, rate per officer is $93,084.00 and $372,336.00 total reimbursement for all four sites.

b. <u>2025-2028 Community Policing Sergeant, 3-year contract:</u> Community Policing Sergeant is responsible for daily oversight of the SRO program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

i. Year 2025-2026: 3% of salary, but not more than $3,443.00 total reimbursement;

ii. Year 2026-2027: 3% of salary, but not more than $3,598.00 total reimbursement;

iii. Year 2027-2028: 3% of salary, but not more than $3,777.00 total reimbursement.

2.4 Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1st of each year; and

2.5 Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15th of each year.

2.6 The City agrees to provide an invoice for payments specified in this Article. All payments received under this Article shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III
RESPONSIBILITY OF SCHOOL DISTRICT

3.1 School District shall be responsible for the following:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff, and student body;

b. Provide a private office, desk, and telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis;

c. Require its principals to coordinate the efforts of the school resource officer within the schools;

d. Ensure that SROs are informed of School District resources available for de-escalation of conflicts, such as specialized crisis teams and mediation opportunities, through administrative leadership and by serving as members of site crisis teams;

e. Provide time and opportunities for SRO interaction at the elementary level;

f. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule;

g. Provide opportunities for educational-specific training that would benefit the SRO in a school setting; and

h. Participate in an advisory capacity in the interview and selection of new SROs. .

ARTICLE IV
RESPONSIBILITY OF CITY

4.1 The City shall be responsible for the following:

a. Provide school resource officers to the School District at the middle and secondary schools identified in Article II above;

b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee;

c. Provide Police Department equipment needed by the school resource officer to perform necessary functions;

d. Provide training and education within the scope of the Police Department of the City;

e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five (5) consecutive days;

f. Collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs;

g. Undertake reasonable efforts to assign SROs who are acceptable to the School District;

h. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course;

i. Conduct, or have conducted, a criminal background check on all SROs who provide any service pursuant to this Agreement; and

j. If an SRO separates from employment, City will fill the vacant position with a qualified candidate as soon as possible..

ARTICLE V
JOINT RESPONSIBILITIES

5.1 The City and the School District shall both be responsible for the following:

a. Notify the public of the presence of School Resource Officers in the four schools through the School District website and through the respective communications officers each fall, utilizing channels such as social media and parent notification tools, or as otherwise designated by the District.

b. Conduct yearly performance evaluations of the SROs with input from school administrators

c. Annual evaluation of the SRO program.

d. SROs will have a flexible schedule during the school day to attend after-school events;

e. Establish process between school administrator and the police department to address concerns and complains;

f. Each SRO will follow the uniform policy as approved by Duluth Police Administration and Duluth Police Union LELS 538, unless otherwise approved by their direct supervisor.

g. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

ARTICLE VI
DATA PRACTICES

6.1 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the School District may not disclose private educational data to an SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District's responsibilities under FERPA.

ARTICLE VII
INDEMNITY

7.1 Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives . To the extent permitted by law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party's employees or agents. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing in this Agreement may be deemed to constitute a

waiver of those limits. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the MDGPA, each party is considered to be an independent contractor relative to the other party.

8.2 SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

8.3 Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of a minor investigation; (b) the crime has occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a peace officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

8.4 Third Parties. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

8.5 Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the parties.

8.6 Choice of Law and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

8.7 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8.8 Waiver and Enforcement. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

8.9 Equal Drafting. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

8.10 Notices. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney:
City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

With copy to:
City of Duluth
Duluth Police Department
[Address]
Duluth, MN [ZIP]

To School District:
ISD 709
Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

8.11 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8.12 Entire Agreement. This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

By:_____
Mayor (City Administrator as per delegated authority)

ATTEST:_____
City Clerk

DATE: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 709

By_____
Chairperson

ATTEST:_____
Clerk

EXHIBIT A

DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
    - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
    - collect and preserve evidence and provide for its identification and analysis;
    - prepare and serve search warrants and arrest warrants when needed;
    - complete written reports; and
    - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO[redacted]

This AGREEMENT is made and entered into this 6th day of June 2025, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **ISD 709, Duluth Public School** located at 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [redacted] (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $75.00/hour for RN or $65.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **July 1, 2025** and will remain in effect through **June 30, 2026**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 06·23·2025

Heather Scherping
Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: 6/23/25

Program Director
Signing with authority for
ISD 709 Duluth Public Schools

Date: 6/24/25

Executive Director of Finance and Business Services
Signing with authority for
ISD 709 Duluth Public Schools

Date: _____

Superintendent of Schools
Signing with authority for
ISD 709 Duluth Public Schools

Date: _____

Board of Chair
Signing with authority for
ISD 709 Duluth Public Schools

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, 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 September 2, 2025 and shall remain in effect until June 4, 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.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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 $65.00 hourly (2 hour minimum at $130.00) and $200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public

Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

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 3251 Dahl Road, Duluth, MN 55804 _____.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	26-3754494	7/4/25
Contractor Signature	SSN/Tax ID Number	Date
Lora Thurston		7/7/25
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	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ _____

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

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Barbara Brigham		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/26/2025	**Assignment End Date:**	06/04/2026
Position:	Tele - DHH Teacher		
Hours per Week:	40		
Bill Rate per Hour	$102.00	*Bill Rate is all-inclusive[(a)]*	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:			

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..

c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.

d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

324162 - Duluth Public Schools ISD 709

John Magas

John Magas
Superintendent
July 11, 2025 16:12 UTC
IP: 24.158.25.241

Kelly Durick Eder, Board Chair

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

<u>All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded</u>. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Center for
Applied Research and
Educational Improvement
University of Minnesota
Driven to Discover®

1954 Buford Avenue, Suite 425
St. Paul, MN 55108-1062
Email: phonics@umn.edu

Date: 6/2/2025

Quote for Duluth Public Schools, *Duluth, MN*

Curriculum

5 Year Prepaid: Functional Phonics+Morphology Curriculum (2025-30)			
Resource	**Quantity**	**Cost per item**	**Total**
Five-year site license to all Functional Phonics+Morphology digital lesson slides, scripts, and downloadable resources Up to 30 users per site license (may be used across buildings); five-year expiring June 30, 2030	5	$20,000	**$100,000**
		Total	**$100,000**

- [x] **Pay Per Year**
- [ ] **Pay Upfront**

Notes:

Site licenses to be paid per year.

Print Materials			
Resource	**Quantity**	**Cost per item**	**Total**

This quote is valid for the next 60 days, after which values may be subject to change.

Student Material Kit: Series 1 *30 sets of Student Workbooks*	19	$585	**$11,115**
Student Material Kit: Series 2 *30 sets of Student Workbooks*	19	$585	**$11,115**
Teacher Manual: Series 1	30	$135	**$4,050**
Teacher Manual: Series 2	30	$135	**$4,050**
		Print Material Subtotal	**$30,330**
		Shipping Costs	**$2,275**
		Print Material Total	**$32,605**

Notes:

Bonnie Zunich 7.8.25

Kelly Durick Eder, Board Chair

BGrant 7-8-25

This quote is valid for the next 60 days, after which values may be subject to change.

CAREI

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EXHIBIT 1

WASHINGTON CENTER LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND INDEPENDENT SCHOOL DISTRICT NO. 709

THIS LEASE AGREEMENT (this "Agreement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709" or "Tenant").

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the "Washington Center");

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant's mission (its "Mission") is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the "Services"); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms "Exclusive Space" (defined below) and "Non-Exclusive Space" (defined below) shall collectively be referred to in this Agreement as the "Leased Premises." Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the "Exclusive Space"):

Program	Room	Square Footage

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Early Childhood Family Education ("ECFE")	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		**3,280**

The "Exclusive Space" is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the "Storage Space").

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant's right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager's sole discretion. The Manager shall also have the sole discretion to terminate Tenant's right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant's use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the "Non-Exclusive Space").

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement "as is" in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant's rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the "Easement Agreement").

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2025, and shall expire on August 31, 2028, unless terminated early as provided for herein (the "Term").

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III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2025 through August 31, 2026, Tenant shall pay rent equal to $6.44 per square foot, for base monthly rent in the amount of $1760.27 ($6.44 x 3,280 sq. ft/12 months).

2. For the period September 1, 2026 through August 31, 2027, Tenant shall pay rent equal to $6.70 per square foot, for base monthly rent in the amount of $1,831.33 ($6.70 x 3,280 sq. ft/12 months).

3. For the period September 1, 2027 through August 31, 2028, Tenant shall pay rent equal to $6.97 per square foot, for base monthly rent in the amount of $1,905.13 ($6.97 x 3,280 sq. ft/12 months).

4. For the period September 1, 2025 through August 31, 2028, Tenant shall pay $100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.

2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the "Property Manager") must be present for the entire duration of the event or meeting.

3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

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4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the "Gymnasium") must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. Bathroom Near Room 110. Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

IV. TENANT RESPONSIBILITIES.

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

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D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

V. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

VI. *INTENTIONALLY OMITTED*.

VII. INDEPENDENT RELATIONSHIP.

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Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars ($1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

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D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City's and Tenant's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to

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the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806
(218) 730-4430

ISD 709
Attn: ECFE Director
709 Portia Johnson Drive
Duluth, Minnesota 55811
(218) 336-8700, Ext. 1021

XV. CITY ACCESS.

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A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

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2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

XX. GENERAL PROVISIONS.

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

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B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

C. The waiver by the City or Tenant of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

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be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 709

Signed by:

By: John Magas
73299A5231F944A...

Printed Name: John Magas

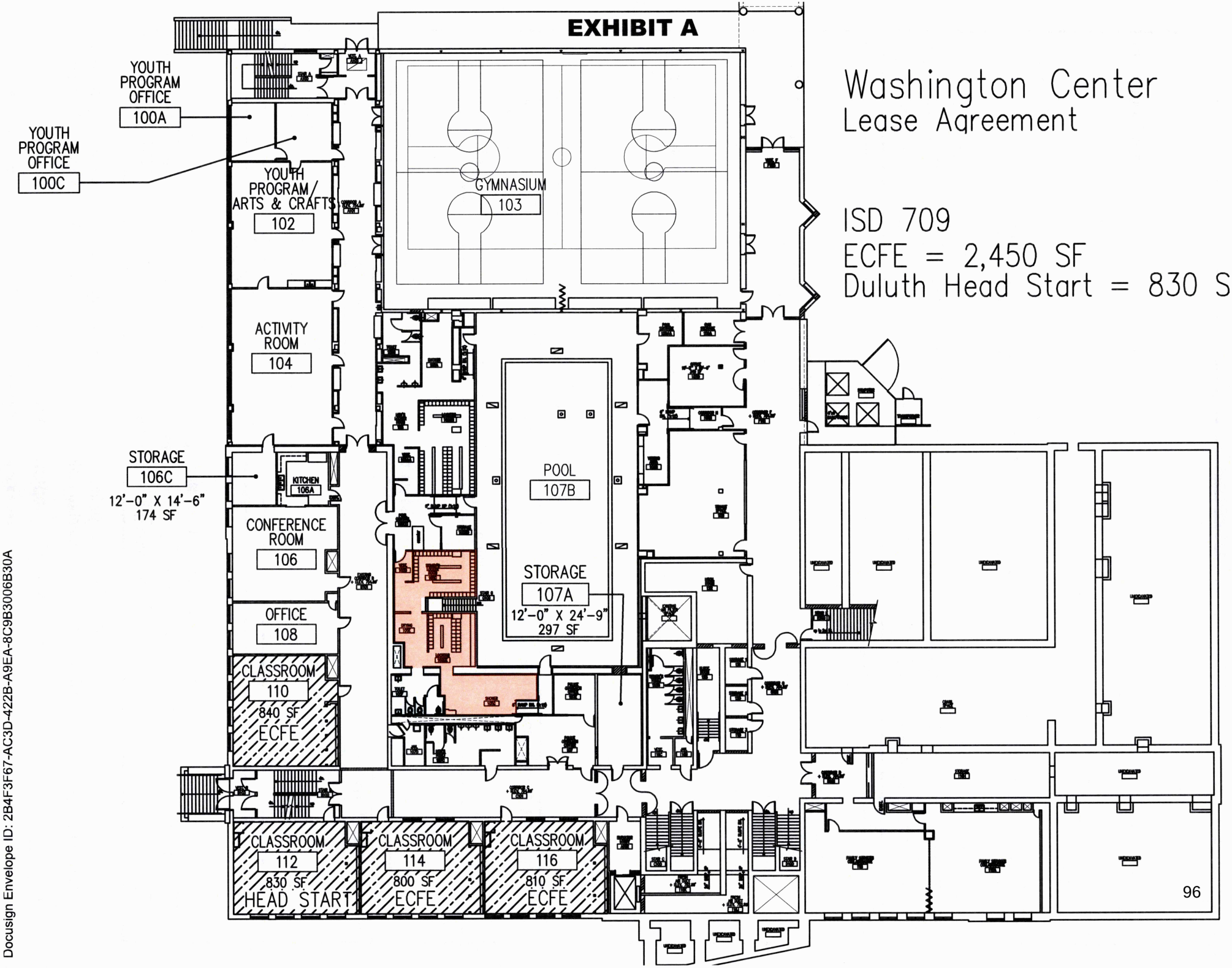
Its: Superintendent

Date: 6/23/2025 | 13:42:12 CDT

EXHIBIT A

Washington Center
Lease Agreement

ISD 709
ECFE = 2,450 SF
Duluth Head Start = 830 SF



Docusign Envelope ID: 2B4F3F67-AC3D-422B-A9EA-8C9B3006B30A

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	☐ Employee ☐ Non-Employee	Department/Division:
Choose one that best describes this claim: ☐ Incident only, no medical care ☐ Medical only, no lost time ☐ Injury includes lost time		
Initial treatment sought: ☐ Hospital ER ☐ Clinic ☐ Refused to see MD / None	Doctor/clinic name, address, phone number:	

Last name:	First name:		MI:	SSN:
Address:				
City:	State:	Zip code:	Phone:	Date of birth:
Date of hire:	Occupation:			Gender: ☐ Male ☐ Female

Did injury occur on employer's premises? ☐ Yes ☐ No	Name and address of the place of the occurrence:

Time employee began work: _____ ☐ a.m. ☐ p.m. Time of injury: _____ ☐ a.m. ☐ p.m.

Date employer notified of injury: _____ Date employer notified of lost time: _____

First date of any lost time: _____ Return to work date: _____ RTW with restrictions: ☐ Yes ☐ No ☐ N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: ☐ Yes ☐ No Date supervisor notified: _____ Date report completed: _____

Supervisor name: _____ Supervisor phone number: _____

Names and phone numbers of witnesses:

Incident was a result of: ☐ safety violation ☐ machine malfunction ☐ product defect ☐ motor vehicle accident ☐ N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

Docusign Envelope ID: 2B4F3F67-AC3D-422B-A9EA-8C9B3006B30A

City of Duluth Incident/Injury Report

CAUSE

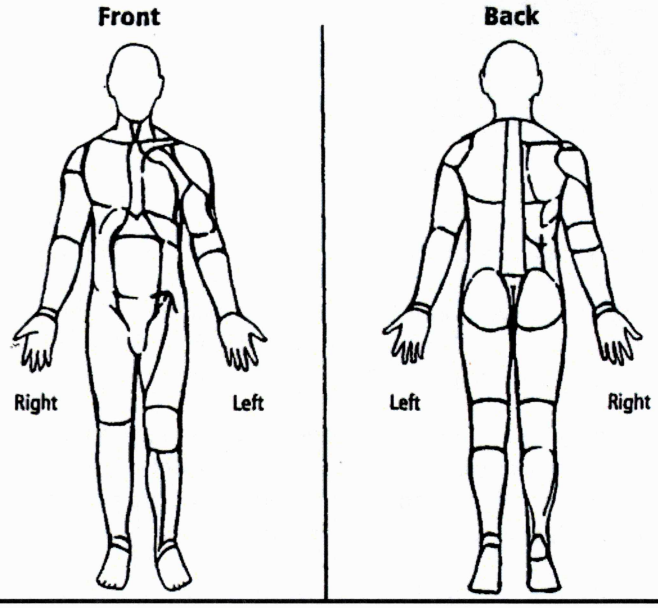
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): _____

TYPE OF INJURY

- ☐ Scrape/bruise
- ☐ Sprain/strain
- ☐ Puncture wound
- ☐ Cut/laceration
- ☐ Concussion
- ☐ Bite
- ☐ Chemical burn/rash/breathing difficulties
- ☐ No apparent injury
- ☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever neede



COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location:		Time of incident: _____ ☐ a.m. ☐ p.m.	
Police called: ☐ Yes ☐ No	Police Traffic Accident Report ICR #:		
City vehicle, property, or equipment involved	Description:		
	Vehicle #:	Make/Model:	Year:
	Describe damage:		
Non-city vehicle, property, or equipment involved	Owner full name:	☐ Driver ☐ Passenger ☐ Other	
	Owner address:		
	Owner phone number:	Vehicle license #:	
	Make/Model:	Color:	Year:
	Describe damage:		

Weather conditions:	**Roadway conditions:**	**Light conditions:**	
☐ Clear ☐ Wind	☐ Dry ☐ Mud	☐ Night	Approximate temperature: _____ °F
☐ Rain ☐ Cloudy	☐ Wet ☐ Paved	☐ Day	Estimated speed: _____ mph
☐ Fog ☐ Sleet	☐ Snow ☐ Unpaved	☐ Good	Vehicle: ☐ Loaded ☐ Empty
☐ Snow	☐ Ice	☐ Poor	What was load: _____
			Drug and/or alcohol test? ☐ Yes ☐ No ☐ N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: Signed by: John Magas 73299A5231F944A... **Date:** _____

Employee Signature: John Magas 73299A5231F944A... **Date:** _____

Docusign Envelope ID: 2B4F3F67-AC3D-422B-A9EA-8C9B3006B30A

EXHIBIT C

THE CITY OF DULUTH MINNESOTA

Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802

218-730-4300
parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
    a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
    a. Conduct an internal review to evaluate project proposals.
    b. Use general criteria included with the Project Proposal Application Form for reference.
    c. Consult across departments/divisions as appropriate.
    d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
    e. Provide notice of Project Proposal status as approved or denied.
        i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager

Duluth Parks & Recreation

PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application **Name**

Organization

Email **Phone**

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).

2. **Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.

3. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution…)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

   NOTE: It it generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. **If an event is intended to coincide with the installation,** have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
  Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space…)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? *Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...)*			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? *Graffiti, vandalism, weather impacts, broken parts, etc.*			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? *Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.*			

CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300

Expenditure Contracts Signed
June 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**
School Mint	$15,000.00*	Communications Office (DU)	Enrollment Campaign for Digital Advertising Services
Parent Square	$41,172.56	Communications Office (DU)	Communication service for FY26
Earthlink, LLC	$21,288.72*	Technology (DU)	Telecommunications equipment and systems for FY26
Diversified Paving	$99,856.00*	Facilities (DR)	Parking Lot Project at Lakewood Elementary School
Diversified Paving	$103,631.00*	Facilities (DR)	Sidewalk Replacement Project at Lowell Elementary School
Diversified Paving	$16,926.00*	Facilities (DR)	Concrete Step Removal and Black Dirt Placement at Rockridge Academy
Diversified Paving	$26,732.00*	Facilities (DR)	Parking Lot Project at Piedmont Elementary School
Diversified Paving	$53,020.00*	Facilities (DR)	Parking Lot Project at Lincoln Park Middle School
Fond du Lac Tribal & Community College	$3,000.00 per course per teacher	TLE (DU)	2025-2026 CITS agreement
Phyllis Pohl	$4,500.00*	TLC (DR/DU)	American Indian Education programming

Residential Services	$16,650.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP
Itasca Area Schools Collaborative	TBD (Not to exceed $100,000)	Special Services (DU)	Special Services programming support for FY26
Mary Ann Marchel	$6,000.00*	Early Childhood (DR)	Provide group facilitation services for ISD 709 Early Childhood Family Education program
Blackbird Revolt	$2,490.00*	Duluth Adult Education (DU)	Duluth Adult Education rebranding materials/services

Renewal for

Duluth Public Schools - Independent School District 709

SchoolMint.

SchoolMint.

Q-19645

Expires on:
7/23/2025

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of
6/18/2025 | 7:19 AM CDT

(the "Effective Date"), by and between Duluth Public Schools - Independent School District 709("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term
Access to the services described below shall remain in effect from 6/23/2025 until 6/22/2026.

Licensed Services and Associated Fees
The following Services are licensed for Client use.

Period 1: 6/23/2025-6/22/2026

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Digital Advertising Services	Annual Social Media Marketing services, encompassing advertising and optimization efforts, procured for individual schools. Quantity represents number of schools receiving services.	1	$15,000.00
		Period 1: 6/23/2025-6/22/2026 TOTAL:	$15,000.00

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services
All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's

Terms of Service v1.24
(https://schoolmint.com/terms-of-service/)
and

Data Privacy Agreement

(https://schoolmint.com/student-data-privacy-agreement/).

Duluth Public Schools - Independent School District 709

By: Signed by: Simone Zunich E8A9815704064D6...

Name: Simone Zunich

Title: Exec Director of Bs Services

Date: 6/17/2025 | 4:17 PM CDT

SchoolMint Inc.

By: DocuSigned by: Elva Resillez 01D7368DD948499...

Name: Elva Resillez

Title: Sr. Director of Revenue Operations

Date: 6/18/2025 | 7:19 AM CDT

Client Information Sheet

Main Contact

Name	Adelle Wellens
Phone	2183368375
Email Address	adelle.wellens@isd709.org
Address	709 Portia JOhnson Dr Duluth MN 55811
Title	

Secondary Contact

Name	
Phone	
Email Address	
Title	

Technical Contact

Name	Adelle Wellens
Phone	2183368375
Email Address	adelle.wellens@isd709.org
Title	

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice:	Sheila Stevens
Attention to & Address Invoice Should be Sent to:	Accounts Payable Attn: Business SErvices
Phone	2183368704
Email Address	ap.vendor@isd709.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to **orders@schoolmint.com** along with this order form to avoid delays.

PO required?

Yes

Tax Exempt?

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form.

ParentSquare

DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040 - July 2025 Renewal

Pricing Term Start Date: July 01, 2025 | **Pricing Term End Date:** June 30, 2026 | **Quote Create Date:** April 29, 2025 | **Reference:** 20250429-095350446

DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040
709 Portia Johnson Dr.
DULUTH, MN 55811
United States

Simone Zunich
simone.zunich@isd709.org

Comments

Valerie Conti - Parentsquare, Inc.

Products and Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Virtual Phone	07/01/2025	12M	8723	$2.10	$18,318.30 annually

Engage 2023 Universal Reach · One-way notifications and urgent alerts · Automated notices and attendance notifications · Social and website sharing · Student communication app (StudentSquare) True Two-Way · Two-way SMS texting · Two-way app and web messaging · Two-way email replies · Automatic language translation Enhanced Engagement · Newsletter designer (Studio Editor) · Appointment invitations and RSVPs · Volunteering and signups · Searchable directory Admin Intelligence · Data analytics and reporting · 100% contactability tools · Direct SIS integrations · Custom roles and permissions Paperless Workflows · Online forms and surveys · Digital permission slips and signatures	07/01/2025	12M	8723	$4.72 After $0.28 discount	$41,172.56 annually

Totals

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Simone Zunich
simone.zunich@isd709.org

Simone Zunich

Quote expires: July 28, 2025

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms

Questions? Contact Me

Valerie Conti
valerie.conti@parentsquare.com

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040 - July 2025...
File name	redir
Document ID	d5ac08888f1e943bfb50a31e39e79f45fbdefb9f
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

Document History

SENT	**06 / 25 / 2025** 18:37:39 UTC	Sent for signature to Simone Zunich (simone.zunich@isd709.org) from esign@hubspot.com IP: 54.174.52.20
VIEWED	**06 / 25 / 2025** 18:45:06 UTC	Viewed by Simone Zunich (simone.zunich@isd709.org) IP: 24.158.25.245
SIGNED	**06 / 25 / 2025** 18:45:57 UTC	Signed by Simone Zunich (simone.zunich@isd709.org) IP: 24.158.25.245
COMPLETED	**06 / 25 / 2025** 18:45:57 UTC	The document has been completed.

EARTHLINK, LLC ENTERPRISE SERVICE ORDER

This Service Order (the "**Service Order**") is subject to the terms and conditions of the ENTERPRISE CUSTOMER MASTER SERVICES AGREEMENT (the "**Agreement**") between EarthLink, LLC, with offices at 980 Hammond Drive, Suite 400, Atlanta Georgia 30328 ("**EarthLink**"), and the Customer named below ("**Customer**"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This Service Order is the initial request from Customer to EarthLink for Services. The acceptance of this Service Order is contingent on the Party's agreement to the corresponding Service Order Confirmation, a model copy of which it attached hereto as Exhibit A.

1. CUSTOMER: Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)

2. PREMISES FOR SERVICE: 3401 Technology Dr, Duluth, MN 55811

3. DESCRIPTION OF SERVICE(S):

    1. SERVICE ORDER TERM: The Service Order Term shall commence on the Availability Date and shall continue for [12] full calendar months thereafter.

    2. AUTOMATIC RENEWAL OF SERVICE ORDER TERM: After the end of the initial Service Order Term, the Service Order Term will automatically renew on a month-to-month basis until it is cancelled according to the Agreement.

    3. INSTALLATION FEE: $0.00

    4. MONTHLY SERVICE FEE: $1,774.06

    5. ESTIMATED INSTALLATION: Thirty (30) days after the Service Order Confirmation Date as defined in the Service Order Confirmation.

    6. SERVICE DETAILS: List of services are included on the following page.

4. CONDITIONS TO THIS SERVICE ORDER:

    1. The implementation of this Service Order is contingent on the occurrence of a Service Order Confirmation Date.

    2. The terms of this Service Order will be augmented and subject to the terms of any Service Order Confirmation.

5. ADDITIONAL TERMS: (6) Full PRI Circuits (1400) DIDs (59) Additional Directory Listings (138) 911 Fee Surcharges (6) Facility Access Charge Surcharges (1) Federal TRS/USF Surcharge 20,000 Minute LD Package

EarthLink, LLC	**Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)**
By:	By: Simone Zunich
Print: Kris Maher	Print: Simone Zunich
Title: Sales Manager	Title: Exec. Dir. Finance & Business Services
Date:	Date: 6.25.25

3.6. SERVICE DETAILS

Service	Quantity	Recurring	Non-Recurring
LD Bucket (20000 Minutes)	20000 Minutes	$0.00	$0.00
Directory Listing, Additional	59	$354.00	$0.00
Facility Access Charge	6	$177.60	$0.00
911 Surcharge	138	$126.96	$0.00
Federal TRS/USF	1	$25.50	$0.00
PRI (6 PRI Circuits)	6 Channels	$1,020.00	$0.00
DIDs (1400 DIDs)	1400 DIDs	$70.00	$0.00

EARTHLINK, LLC ENTERPRISE MASTER SERVICE AGREEMENT

THIS MASTER AGREEMENT, including the documents expressly incorporated herein by reference ("**Master Agreement**"), is made this **5** day of **May 2025** (the "**Effective Date**") by and between EarhLink, LLC ("**EarthLink**"), with a principal place of business at 980 Hammond Drive NE, Suite 400, Atlanta, GA 30328, and **Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)** ("**Customer**"), with a principal place of business at **3401 Technology Dr, Duluth, MN 55811** (each a "**Party**" and collectively the " **Parties**").

WHEREAS, EarthLink operates telecommunications equipment and systems; and

WHEREAS, Customer wishes to purchase from EarthLink certain telecommunications and related services for use in connection with Customer's business, and EarthLink desires to provide said telecommunications and related services to Customer;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For all purposes of this Master Agreement, the following terms shall have the definitions set forth below:

    a. "**Availability Date**" means, with respect to a given Service rendered pursuant to a given Service Order, the date that such Service is first available for use by Customer.

    b. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users to which Services are provided.

    c. "**Customer's End User(s)**" means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder.

    d. "**Facilities**" means real or personal property owned or leased by EarthLink and used to deliver Services, including without limitation terminal and other equipment, antennae, wires and cables, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.

    e. "**Initial Term**" means a period of 12 months commencing upon the Effective Date.

    f. "**Service(s)**" means, individually and collectively, EarthLink's telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by EarthLink as described at Section 4 below.

    g. "**Service Order**" means a document in the form specified by EarthLink which is subject to the terms of this Master Agreement and sets forth, at a minimum, (i) the Service(s) which are the subject of such Service Order, (ii) rates and charges applicable to such Service(s), (iii) the Service Order Term, and (iv) applicable Customer Premises to which such Services will be provided. "Service Order" expressly includes any Upgrade Service Orders, as defined in Section 5 below.

h. **"Service Order Confirmation"** means, with respect to a given Service Order submitted to EarthLink, EarthLink's written acceptance thereof or response thereto, which may contain additional or differing terms agreed by the Parties and is the final written description of the Services to be provided by EarthLink to Customer, subject to the terms of this Master Agreement.

i. **"Service Order Confirmation Date"** means the date that a Service Order Confirmation becomes effective.

j. **"Service Order Term"** means, with respect to each Service Order, the period of time during which such Service Order shall be in effect, as specified on the Service Order.

2. **Provision of Services.** The following terms will govern the provision of Services, subject to all other terms and conditions of this Master Agreement:

   a. With respect to each Service Order accepted by EarthLink as described at **Section 4**, EarthLink shall use commercially reasonable efforts to ensure that all Services described in such Service Order are available for Customer's use in accordance with this Master Agreement throughout the applicable Service Order Term (except during Excused Outages).

   b. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in **Sections 10 and 11** herein.

   c. EarthLink may provide additional services related to installation or use of the Services upon Customer's prior approval of such additional services and any charges therefore, and Customer agrees to pay all rates and charges for such additional services upon invoice therefore by EarthLink.

   d. Except as otherwise expressly provided in this Master Agreement, EarthLink's online Master Service Agreement of customer terms and conditions, including all the EarthLink policies and other documents incorporated therein (the "**Online MSA**") (located at https://www.earthlink.net/tcs/internet-service-agreement/), shall govern the rights and obligations of the Parties hereto. The Online MSA is hereby incorporated by reference into the terms of this Master Agreement.

3. **Term.**The term of this Master Agreement shall commence as of the Effective Date, and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the Initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the Initial Term or any renewal term, this Master Agreement shall automatically renew on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, as the case may be. The Service Order Term for each Service Order will begin on the date such Service Order is accepted by EarthLink as described at **Section 4** and shall continue for the duration of time set forth in the applicable Service Order after the Availability Date under such Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall

automatically be extended on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current initial Service Order Term or renewal term, as the case may be.

4. **Service Ordering.** Customer shall offer to purchase Service(s) by executing a Service Order, and EarthLink shall be deemed to have accepted such offer upon EarthLink's transmission to Customer of a Service Order Confirmation in connection therewith; provided, however, that, if the Service Order Confirmation sets forth additional or different terms (e.g., different proposed Availability Date(s)), EarthLink shall not be deemed to have accepted the offer set forth in the Service Order until Customer has received the Service Order Confirmation and two (2) business days have passed without Customer's objection to such additional or different terms, in which case Customer shall be deemed to have amended its offer (and the Service Order) to reflect such additional or different terms and EarthLink shall be deemed to have accepted the Service Order (as so amended) at the end of such two (2) business day period, which shall be the Service Order Confirmation Date. Each Service Order (including all terms and conditions set forth therein and as amended pursuant to this Section) shall become part of, and be subject to all terms and conditions of, this Master Agreement with respect to the Service(s) set forth on such Service Order. EarthLink will use commercially reasonable efforts to make Services available for Customer's use on or by the proposed Availability Date(s) set forth therefor on the applicable Service Order, but EarthLink does not guarantee Services availability on such proposed Availability Date(s).

5. **Upgrades to Services**

   a. From time to time during the Term of this Master Agreement, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services set forth on a then current Service Order. In such event, at Customer's election and subject to EarthLink's approval and acceptance thereof, Customer may upgrade the then-current Service Order to include such additional quantities of, or functionally enhanced versions of, Services upon execution of an "**Upgrade Service Order**" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order).

   b. Upon EarthLink's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to supersede the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

6. **Customer Premises, EarthLink Facilities.**

   a. Customer shall allow EarthLink access to the Customer Premises to the extent that it is reasonably necessary for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. EarthLink shall notify Customer in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at

its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities and to EarthLink's employees, agents and contractors. Except as expressly set forth to the contrary in this Master Agreement or in any Service Order, with respect to any Customer Premises (other than locations occupied by Customer), EarthLink's Facilities at such Customer Premises shall consist of, as applicable, an antenna, associated cables or wires (if needed), and a single ethernet connection point ("**Demarcation Point**") which Demarcation Point shall be the terminating point for Services provided by EarthLink to such Customer Premises. EarthLink shall have no responsibility for, or liability in connection with, any other equipment (including without limitation customer premises equipment) necessary or desirable for Customer or Customer's End Users to access or use the Services.

b. Customer covenants, represents and warrants to EarthLink that it has the authority to grant EarthLink the right of entry and access to Customer Premises under this Section, and shall maintain such right and authority until such time as Services are no longer being provided to such Customer Premises and EarthLink has removed its Facilities therefrom. Notwithstanding the foregoing, to the extent that the provision of Services to a given Customer Premises requires access to or use of the roof of such Customer Premises (e.g., for installation of antenna(e)), EarthLink may, if it so elects, secure such right and authority itself, but in no event shall such election by EarthLink relieve Customer of its obligations hereunder to procure and maintain all other necessary authority to grant EarthLink the right of entry and access to Customer Premises under this Section.

c. Title to all Facilities shall remain with EarthLink. EarthLink will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of EarthLink (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which EarthLink provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will EarthLink be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer, Customer's End Users or third parties provided access to the Facilities by Customer or Customer's End Users in violation of this **Section 6**. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow EarthLink to remove some or all (in EarthLink's discretion) of the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as EarthLink may determine is necessary or desirable from time to time.

d. Customer shall defend, indemnify and hold harmless EarthLink, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by EarthLink to the extent that the same arise from Customer's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 6**, including without limitation any damage to the Facilities resulting therefrom.

7. **Customer Facilities.**

a. Title to all Customer facilities shall remain with Customer. Customer will provide and maintain the Customer facilities in good working order. EarthLink shall not, and shall not permit others to, without the prior consent of Customer (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Customer facilities, (ii) use any Customer facilities for any purpose other than that for which Customer provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Customer facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will Customer be liable to EarthLink or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Customer facilities by EarthLink or third parties provided access to the EarthLink premises, Facilities or Customer facilities by EarthLink in violation of this **Section 7.** EarthLink agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow Customer to remove the Customer facilities from the EarthLink premises and/or any Facilities (1) after termination, expiration or cancellation of the Services in connection with which the Customer facilities were used, and (2) for maintenance, repair, replacement or otherwise as Customer may determine is necessary or desirable from time to time.

b. EarthLink shall defend, indemnify and hold harmless Customer, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Customer to the extent that the same arise from EarthLink's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 7**, including without limitation any damage to the Customer facilities resulting therefrom.

8. **Customer-Provided Equipment.** EarthLink may install certain Customer-provided communications equipment at the request of Customer, but EarthLink shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. EarthLink shall have no liability whatsoever for the configuration, management, or performance of Customer- provided communications equipment.

9. **Credit Approval and Deposits.** Customer will provide EarthLink with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. EarthLink may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two (2) months) as a condition to EarthLink's acceptance of any Service Order, or as a condition to EarthLink's continuation of Services. The deposit will be held by EarthLink as security for payment of Customer's charges, and, in EarthLink's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of this Master Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.

10. **Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order (s) pursuant to which such Service(s) are provided to Customer. Charges for additional Services required for installation or use of such Services shall be at EarthLink's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the Availability Date for such Services. All other charges for Services or additional Services may be billed at the times designated by EarthLink. Without limiting the foregoing, EarthLink may invoice Customer for one (1) month's recurring charges for Service (s), along with any charges for installation of Service(s) or other services performed by EarthLink, on the Availability Date of such Service(s).

11. **Payment.** EarthLink shall invoice Customer for the Services, and for charges for any additional services required for installation or use of such Services, on a monthly basis; provided, however, that EarthLink may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 12, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

12. **Disputed Invoices.** In the event Customer disputes any portion of an EarthLink invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to EarthLink a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to EarthLink within thirty (30) days of receipt of the invoice under which the dispute arose. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, **Section 11**. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this sentence nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.

13. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on EarthLink's net income and taxes assessed on EarthLink's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, " **Applicable Taxes**"). If Customer is entitled to an exemption from any Applicable Taxes, Customer shall be responsible for presenting the other Party with a valid exemption certificate. EarthLink will give effect to any such valid exemption certificate to the extent it applies to any Service billed by EarthLink to Customer.

14. **Use of Marks** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to this Master Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under this Master Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of this Master Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party.

15. **Customer's Use of Services.** Customer shall defend, indemnify, and hold harmless EarthLink from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s), except for costs, losses, harm or damages arising out of EarthLink's gross negligence or willful misconduct.

16. **Nondisclosure.**

    a. Each Party acknowledges that, in the course of performance under this Master Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under this Master Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this **Section 16** to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Master Agreement, " **Disclosing Party**" means the Party who has disclosed Confidential Information of such Party to the other Party, and "**Receiving Party**" means the Party to whom Confidential Information of the other Party is disclosed.

    b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in this Master Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of this Master Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information.

    c. For the purposes of this Master Agreement, "**Confidential Information**" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party

(or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally as being confidential at the time of disclosure and then promptly confirms the confidential nature of such information in writing to the Receiving Party.

d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this **Section 16**, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other rights and remedies available to the Disclosing Party, in equity and at law. This **Section 16** shall survive expiration or termination of this Master Agreement for any reason whatsoever, and the Receiving Party's obligations under this **Section 16** shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets", as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of eighteen (18) months after the expiration or termination of this Master Agreement or such longer period as may be required by applicable law.

17. **Force Majeure.** If a Party's performance hereunder (other than the payment of money) is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk, including, without limitation, acts of God or of the public enemy; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented (and the other Party shall be excused from any corresponding performance for the same period); provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Master Agreement shall be extended for a period equal to the period of any such delay.

18. **Suspension of Service(s).**

a. EarthLink may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) within ten (10) calendar days after Customer's receipt of written notice from EarthLink of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or EarthLink terminates applicable Service(s), Service Order(s) or this Master Agreement pursuant to **Section 19** or **Section 20**.

b. EarthLink may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by EarthLink, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to EarthLink adequate security for payment for Services.

19. **Termination by EarthLink.** EarthLink may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate a Service Order (in whole or in part) and/or discontinue Service(s) (in whole or in part) or terminate this Master Agreement, all without liability, in the event that:

    a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) remain unpaid sixty (60) days after the date such amounts were first due;

    b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;

    c. EarthLink is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or

    d. changes in applicable law, regulation, decision, rule or order materially increase the costs to EarthLink of, or materially affects other terms of EarthLink's delivery of Service(s), and EarthLink and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after EarthLink's delivery of written notice requesting renegotiation thereof.

20. **Termination by Either Party.** In addition to any other right of a Party to terminate a Service Order or this Master Agreement, a Party may, by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given, terminate this Master Agreement or, at its election, affected Service Order(s), in the event the other Party has committed a material breach of any provision of this Master Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and (i) if the breach arises other than under **Section 2, 11, 15 or 16**, thirty (30) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach, or (ii) if the breach arises under **Section 2, 11, 15 or 16**, ten (10) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach.

21. **Service Level; Termination by Customer**

    a. EarthLink will use commercially reasonable efforts to cause the Services to operate continuously from the Availability Date for such Services through the expiration or termination of the applicable Service Order Term. For each full hour that given Services are Unavailable (as defined below), EarthLink will, subject to the terms of this **Section 21**, grant to Customer a credit equal to 1/720 of the monthly recurring charges for such Services; provided, however, that in no event will the total amount of credits granted to Customer in any single month with respect to given Services exceed the total monthly recurring charges for such Services. To receive such credits, Customer must request such credits in writing within thirty (30) days of the occurrence which gave rise to such credits. In addition to the foregoing, Customer may terminate a Service Order prior to the end of the applicable Service Order Term therefor without payment of any applicable early termination charge if: (i) any Service provided pursuant to such Service Order is Unavailable on two (2) or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred twenty (120) day period. For purposes of the foregoing, "**Unavailable**" shall mean a

total interruption in any Service specified in a Service Order, except for any interruption which is an Excused Outage. The duration of any interruption will commence when EarthLink is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence which gave rise to a right of termination hereunder. "**Excused Outage**" means any outage, interruption, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's End Users or of third parties (including, without limitation, interference to the Services caused by other users of unlicensed spectrum), or failure of Customer-provided power or equipment, or (z) a Force Majeure Event as defined in **Section 17**. The credits described in this **Section 21**, along with Customer's right of termination herein, shall be Customer's sole and exclusive remedy for any failure of any Service(s) to operate in accordance with this Master Agreement on or after the Availability Date for such Service(s).

b. In addition to any other right of Customer to terminate a Service Order hereunder, Customer may terminate a Service Order prior to the end of the Service Order Term thereof upon thirty (30) days' prior written notice to EarthLink, subject to payment to EarthLink of early termination charges as set forth herein, in addition to any other charges incurred by such Customer in connection with such Service Order.

22. Effect of Termination

a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:

(1) all obligations of the Parties hereto under such Service Order and under this Master Agreement with respect to such terminated Service(s) shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay early termination charges in connection therewith) shall accrue through the date of such termination and shall become immediately due and payable.

b. Upon termination or expiration of this Master Agreement for any reason whatsoever:

(1) all obligations of EarthLink under all Service Orders and under this Master Agreement shall immediately terminate; provided, however, that each Party's respective rights and obligations under Sections 6, 7, 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of this Master Agreement; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

23. **Early Termination Charges.** Upon termination of any Service(s), Service Order or this Master Agreement by EarthLink pursuant to **Section 19(a), 19(b), or 20** or by Customer for any reason other than pursuant to **Section 20 or 21**, EarthLink may, in addition to all other remedies that may be available to EarthLink at law or in equity, assess and collect from Customer, and Customer shall pay, an early termination charge equal to the sum of (i) the total amount of any and all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to one hundred percent (100%) of the total recurring monthly charges for such terminated Service(s) for each month remaining (if any) from the date of such termination.

24. **Limitation of Liability.**

    a. Except for Customer's indemnification obligations under this Master Agreement, the aggregate liability of each Party to the other Party for any loss or damage, whether direct or indirect, arising out of or in connection with this Master Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to EarthLink by Customer for the Service(s) which gave rise to the liability during the six (6) calendar months immediately preceding the calendar month in which the act or omission giving rise to such liability occurred, extrapolated for any periods of less than six (6) months.

    b. Any other provision of this Master Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits nor other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary nor punitive damages, cover damages, damages arising from loss nor corruption of data nor for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.

25. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND EARTHLINK HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT (I) EARTHLINK HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE, AND (II) EARTHLINK PROVIDES THE SERVICES USING UNLICENSED SPECTRUM, AND SO AVAILABILITY AND FUNCTIONALITY OF THE SERVICES ARE EXPRESSLY SUBJECT TO INTERFERENCE CAUSED BY THIRD PARTY USERS OF SUCH UNLICENSED SPECTRUM

26. **Assignment.** Customer may not assign any portion of this Master Agreement or any Service Order except with the express advanced written consent of EarthLink (which consent shall not be unreasonably withheld). EarthLink may assign this Master Agreement or any portion thereof and any Service Order to any Affiliate or any other party to a merger, asset sale or

other similar transaction without Customer's consent. No person or entity, not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof, and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

27. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under this Master Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Master Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

28. **Governing Law; Dispute Resolution.** This Master Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to Georgia's conflict of law principles. The dispute resolution process under the Online MSA shall apply to any dispute that arises under this Master Agreement.

29. **Entire Agreement.** This Master Agreement, the Service Orders agreed hereunder and any other document expressly incorporated by reference constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.

30. **Severability.** Any provision of this Master Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Master Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

31. **Relationship of Parties.** Nothing in this Master Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has nor shall have any authority to bind, assume any obligation for nor incur any debt on behalf of the other Party in any respect whatsoever.

32. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Master Agreement, the terms of the applicable Service Order shall control. In the event of any conflict or inconsistency between the terms of this Master Agreement and the terms of the Online MSA, this Master Agreement shall govern the rights and obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly respective authorized representatives as of the Effect Date.

EarthLink, LLC

By: _____

Name: _____

Title: _____

Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811)

By: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Finance & Business Services

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB Q-4401

Purchase Order Number	
01526015	LAKEWOOD PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT AT LAKEWOOD ELEMENTARY SCHOOL	99,856.	99,856.00

-REMOVE BITUMINOUS IN APPROXIMATELY 17,800 SQ FT
-GRADING AND COMPACTION OF EXISTING AGGREGATE BASE MATERIAL
-FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN TWO LIFTS
-SUBCUT 1' AGGREGATE MATERIAL IN 90'X90' GRAVEL AREA
-INSTALL GEOTEXTILE FABRIC
-FURNISH AND INSTALL 8" CLASS 5 AGGREGATE BASE MATERIAL
-FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN TWO LIFTS

DOES NOT INCLUDE:
-LOCATION OR RELOCATION OF UNDERGROUND LINES CABLES, OR UTILITIES
-SHOULDERING OR TURF RESTORATION
-STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED PROPOSAL DATED 06/09/2025
FOR FULL PROJECT DETAILS

NOTE: INVOICE MUST BE DATED 07/01/25 OR THEREAFTER FOR THIS PO

30% DOWN PAYMENT IS REQUIRED -
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE AMOUNT OF $29,956.80

NOTE: BILL TO ADDRESS IS NOT
ON THE ESTIMATE, PLEASE UPDATE YOUR
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS
ACCOUNTS PAYABLE
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
OR EMAIL INVOICE TO: ap.vendor@isd709.org

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526015	LAKEWOOD PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
		EMAIL PO TO: kyle@dpipaving.com		
			Total:	**$99,856.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

Q - 4401

PROPOSAL

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Lakewood Elementary 5207 N Tischer Rd Duluth, MN 55803	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

6/9/2025

unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 99,856.00.

Signature: Simone Zgurick Date: 6/10/25.

Date: 05/07/2025 **Proposal ID#** 47521032

Proposal to: IDS 709 (Jeremy DeGraef)

Project: Lakewood Elementary School

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

Inclusion:

- Mobilization/supervision/safety signage.
- Gopher 1 utility locate.
- Neat cut 90LF along existing asphalt edge.
- Perform paving of lower lot. (Assumes site prep/grading already complete)
  PAD 1: (Described as 90'L x 90'W x 4"T) – tack included.
- Install asphalt pad (2) 2" lifts.
  ->104 ton wear & 104 ton non-wear
- Striping (suggested minimum parking stall size is 10'W x 18'L
  ->Budgeted for 20 stalls. (Additional stalls can be painted at $20/Ea.)
- Northland assumes adequate access to the site during normal business hours.

Exclusion:

- Pre-existing contaminated soils disposal.
- Engineering, permits & Analytics/testing, & private locating, bonds.
- Saw cutting/concrete.
- Rock excavation.
- Winter conditions.
- Flagging.
- Mechanical, electrical, sprinkler, gas, electrical.
- Liquidated damages.
- Dewatering/Wetland delineation, stormwater protection.

Time & Materials Rate Schedule:

ESTIMATED BUDGETARY AMOUNT: $39,950

Notes:

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

Accepted:
The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer:_____

Signature:_____

Date: _____

TERMS AND CONDITIONS

A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.

B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.

C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.

D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.

E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.

F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.

G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of $1,000,000 each accident. (3) Commercial General Liability with a coverage limit of $2,000,000 each occurrence, $2,000,000 products/completed operations aggregate and $4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of $2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.

H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.

I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.

J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.

K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.

L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY and REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

www.northlandconstructors.com / Office: (218) 722-8170 / Fax (218) 724-4560

NORTHLAND

Date: June 4, 2025 **Proposal #** 47521030

Proposal To: ISD 709 (Jeremy DeGraef)

Project: Lakewood Elementary School – Access Rd.

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

Inclusion:

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- Mill existing bituminous (assumed 4" depth – 2000SY).
- Bituminous Paving – As shown in marked up overhead image. (Up to 475 ton)
  ->Described as 4"T installed in (2) 2" lifts with binder.
- All Northland Related Clean Up

Exclusion:

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. – Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

Pricing Summary Based On Time & Materials Rate Schedule:

ESTIMATED BUDGET: $75,875

THIS BUDGET IS ASSUMING EQUIPMENT/CREWS ARE ONSITE PERFORMING ASPHALT WORK IN LOWER LOT AT TIME OF PATCHING.

****A 3,500 budget has been included for base correction in the areas were severe potholes have occurred to serve as adequate base for paving. In the event that it is found this correction is not needed it will be deducted from the total invoice.***

Notes:

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

Accepted:
The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer:_____

Signature:_____

Date: _____

TERMS AND CONDITIONS

A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.

B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.

C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.

D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.

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G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of $1,000,000 each accident. (3) Commercial General Liability with a coverage limit of $2,000,000 each occurrence, $2,000,000 products/completed operations aggregate and $4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of $2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.

H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.

I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.

J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.

K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.

L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY and REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

www.northlandconstructors.com / Office: (218) 722-8170 / Fax (218) 724-4560

6/10/2025			Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs	
COMPANY	**COST**	**RATE**		**OPENED BY**
PIEDMONT				Bryan Brown
Diversified	$26,732.00	1		Jeremy DeGraef
Northland	$29,950.00	2		
LINCOLN PARK				
Diversified	$53,020	1		
Northland	$58,900.00	2		
LAKEWOOD				
Diversified	$99,856.00	1		
Northern	$115,828.00	2		

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
LOWELL ELEMENTARY SCHOOL
2000 RICE LAKE RD
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB Q-4400

Purchase Order Number	
01526018	LOWELL SIDEWALK

Quantity	Unit	Description	Unit Cost	Amount
1.00000		SIDEWALK REPLACEMENT AT LOWELL ELEMENTARY SCHOOL	103,631.	103,631.00

-REMOVE AND DISPOSE OF APPROXIMATELY 6,075 SQ FT OF 4" SIDEWALK
-REMOVE AND DISPOSE OF APPROXIMATELY 16' OF B6 24 CURB BY CATCH BASIN
-INSTALLATION OF 6,075 SQ FT OF 4" SIDEWALK
-INSTALLATION OF 16' OF B6 24 CURB
-INSTALL BITUMINOUS PATCH IN AREA DISTURBED BY CONCRETE INSTALLATION
-FURNISH AND INSTALL A 8' SECTION AND A 16' SECTION OF TRENCH
DRAIN IN NEW SIDEWALK AND PLUMB INTO EXISTING CATCH BASINS

EXCLUDES:
-BLACK DIRT OR TURF RESTORATION
-LOCATION OR RELOCATION OF UNDERGROUND UTILITIES
-STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED ESTIMATE DATED 6/10/2025
FOR FULL PROJECT DETAILS

30% DOWN PAYMENT IS REQUIRED -
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE AMOUNT OF $30,192.30

NOTE: INVOICE MUST BE DATED 07/01/25
OR THEREAFTER FOR THIS PO

NOTE: BILL TO ADDRESS IS NOT
ON THE QUOTE, PLEASE UPDATE YOUR
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS
ACCOUNTS PAYABLE
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811
OR EMAIL INVOICE TO: ap.vendor@isd709.org

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
LOWELL ELEMENTARY SCHOOL
2000 RICE LAKE RD
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB

Purchase Order Number	
01526018	LOWELL SIDEWALK

Quantity	Unit	Description	Unit Cost	Amount
		07.09.25 INCREASED PO $2,990. SEE ATTACHED CHANGE ORDER FOR FULL DETAILS EMAIL PO TO: kyle@dpipaving.com		
			Total:	**$103,631.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

Q - 4400

ESTIMATE DATE: 6/10/2025

Bryan Brown
ISD #709 Duluth Schools

Lowell Elementary
2000 Rice Lake Rd
Duluth, MN 55811

https://www.dpipaving.com/

Project to inlcude the following:

-Remove and dispose of approximately 6,075 sq ft of 4" sidewalk
-Remove and dispose of approximately 16' of B6 24 curb by catch basin
-Installation of 6,075 sq ft of 4" sidewalk
-Installation of 16' of B6 24 curb
-Install bituminous patch in area disturbed by concrete installation

Excludes
-Black dirt or turf restoration
-Location or relocation of underground utilities
-Striping or pavement markings

Total Bid: $98,791

Alternate Addition : $1,850

-Furnish and install a 8' section and a 16' section of trench drain in new sidewalk and plumb into existing catch basins

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not

included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 100,641.00.

Signature: _____ Date: 6/11/25.

Duluth Public Schools
Every Student. Every Day.

Cathy Holman <cathy.holman@isd709.org

)iversified Paving PO #01526018 Change Order

message

.ristine Brown <kristine.brown@isd709.org> Wed, Jul 9, 2025 at 10:10 A
ɔ: Cathy Holman <cathy.holman@isd709.org>, Zachary DeCaro <zachary.decaro@isd709.org>, Bryan Brown <bryan.brown@isd709.org>, ristine Brown <kristine.brown@isd709.org>

Good Morning

Please increase Diversified Paving PO #01526018 Lowell by $2990.00. Approved Change Order is attached.

Thank you

--

Kris Brown

Facilities Business Manager

Duluth Public Schools, ISD 709
713 Portia Johnson Dr
Duluth, MN 55811
(218) 336-8907 ext. 1102
kristine.brown@isd709.org | www.isd709.org

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DIVERSIFIED PAVING CO LOWELL.pdf
137K

PROPOSAL

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Lowell Elementary Subgrade Correction	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

7/9/2025

ESTIMATE DATE: 7/9/2025

Bryan Brown
ISD #709 Duluth Schools

Lowell Elementary Subgrade Correction
,

https://www.dpipaving.com/

Lowell Elementary Subgrade Correction Change Order

-Remove and dispose of approximately 54 tons of failing subgrade material
-Install geotextile fabric
-Install 54 tons of aggregate base material

Total Bid: $2,990

Terms
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 2990.00.

Signature: _____ Date: 7/9/2025.

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
ROCKRIDGE ACADEMY
4849 IVANHOE ST
DULUTH, MN 55804-1131

Attention to: BRYAN BROWN/KAB Q-4399

Purchase Order Number	
01526014	ROCKRIDGE ACADEMY CONCRETE STEP REMOVAL AND BLACK DIRT PLACEMENT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CONCRETE STEP REMOVAL AND BLACK DIRT PLACEMENT AT ROCKRIDGE ACADEMY -REMOVE AND DISPOSE OF CONCRETE STEPS IN PROJECT AREA -FURNISH AND INSTALL BLACK DIRT IN PROJECT AREA -GRADING OF BLACK DIRT DOES NOT INCLUDE THE FOLLOWING: -LOCATION OR RELOCATION OF UNDERGROUND LINES CABLES, OR UTILITIES -SEEDING OR TURF RESTORATION SEE ATTACHED ESTIMATE DATED 6/9/2025 FOR FULL PROJECT DETAILS NOTE: INVOICE MUST BE DATED 07/01/25 OR THEREAFTER FOR THIS PO NOTE: BILL TO ADDRESS IS NOT ON THE QUOTE, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org 07.09.25 INCREASED PO $7,990.00. SEE ATTACHED CHANGE ORDER FOR FULL DETAILS EMAIL PO TO: kyle@dpipaving.com	16,926.	16,926.00

Total: **$16,926.00**

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

Q-4399

PROPOSAL

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools	Rockfidge Elementary Concrete Step Removal	Kyle Neu Account Executive
713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	4849 Ivanhoe St. Duluth, MN 55804	(320) 428-5670 kyle@dpipaving.com

6/9/2025

ESTIMATE DATE: 6/9/2025

Bryan Brown
ISD #709 Duluth Schools

Rockfidge Elementary Concrete Step Removal
4849 Ivanhoe St.
Duluth, MN 55804

https://www.dpipaving.com/

Concrete step removal and black dirt placement ($8,936)

-Remove and dispose of concrete steps in project area
-Furnish and install black dirt in project area
-Grading of black dirt

Does not include the following:

-Location or relocation of underground lines cables, or utilities
-Seeding or turf restoration

Total Bid: $8,936

Terms
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:

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Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 8936.00.

Signature: _____ Date: 6/10/25.

Duluth Public Schools
Every Student. Every Day.

Cathy Holman <cathy.holman@isd709.org

)iversified Paving PO #01526014 Change Order

message

.ristine Brown <kristine.brown@isd709.org> Wed, Jul 9, 2025 at 10:08 A
ɔ: Cathy Holman <cathy.holman@isd709.org>, Zachary DeCaro <zachary.decaro@isd709.org>, Bryan Brown <bryan.brown@isd709.org>,
ristine Brown <kristine.brown@isd709.org>

Good Morning

Please increase Diversified Paving PO #01526014 Rockridge by $7990.00. Approved Change Order is attached.

Thank you

--

Kris Brown

Facilities Business Manager

Duluth Public Schools, ISD 709
713 Portia Johnson Dr
Duluth, MN 55811
(218) 336-8907 ext. 1102
kristine.brown@isd709.org | www.isd709.org

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DIVERSIFIED PAVING CO ROCKRIDGE.pdf
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ESTIMATE DATE: 7/9/2025

Bryan Brown
ISD #709 Duluth Schools

Rockridge Academy Concrete Change Order
,

https://www.dpipaving.com/

Rockridge Academy Concrete Change Order

-

-Remove and dispose of approximately 336' sq ft concrete sidewalk
-Install new 4" thick concrete sidewalk approximately 336' sq ft

***NOTE : Project must be done in conjunction with the Lowell Elementary Concrete Project**

Total Bid: $7,990

Terms
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
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Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 7990.00.

Signature: _____ Date: 7/9/2025.

6/10/2025		Quote #4399 Remove Steps @ Rockridge Bid Tabs	
COMPANY	**COST**	**RATE**	**OPENED BY**
ROCKRIDGE			Bryan Brown
Diversified	$8,936.00	1	Jeremy DeGraef
Northern	No quote	2	

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
PIEDMONT ELEMENTARY SCHOOL
2827 CHAMBERSBURG AVE
DULUTH, MN 55811

Attention to: BRYAN BROWN/KAB Q-4401

Purchase Order Number	
01526016	PIEDMONT PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT AT PIEDMONT ELEMENTARY SCHOOL	26,732.	26,732.00
		MILL PATCHING: INCLUDES APPROXIMATELY 2,700 SQ FT -MILL PROJECT AREAS 4" DEEP -SWEEPING AND CLEANING OF PROJECT AREA -APPLICATION OF TACK OIL FOR ADHESION -FURNISH AND INSTALL 4" SPWEA240B BITUMINOUS IN TWO LIFTS -COMPACTION AND FINISH ROLLING OF BITUMINOUS		
		EXCLUDES: STRIPING OR PAVEMENT MARKINGS		
		SEE ATTACHED PROPOSAL DATED 06/09/2025 FOR FULL PROJECT DETAILS		
		NOTE: INVOICE MUST BE DATED 07/01/25 OR THEREAFTER FOR THIS PO		
		30% DOWN PAYMENT IS REQUIRED - PLEASE SEND INVOICE DATED 07/01/2025 FOR THE AMOUNT OF $8,019.60		
		NOTE: BILL TO ADDRESS IS NOT ON THE ESTIMATE, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kyle@dpipaving.com		

Total: **$26,732.00**

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

Q 4401

PROPOSAL

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Piedmont Elementary 2827 Chambersburg Ave Duluth, MN 55811	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

6/9/2025

ESTIMATE DATE: 6/9/2025

Bryan Brown
ISD #709 Duluth Schools

Piedmont Elementary
2827 Chambersburg Ave
Duluth, MN 55811

https://www.dpipaving.com/

Mill Patching

Includes approximately 2,700 sq ft

-Mill project areas 4" deep
-Sweeping and cleaning of project area
-Application of tack oil for adhesion
-Furnish and install 4" SPWEA240B bituminous in two lifts
-Compaction and finish rolling of bituminous

Excludes
-Striping or pavement markings

Total Bid: $26,732

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
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Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 26,732.00.

Signature: _____ Date: 6/10/25.

Piedmont

NORTHLAND

Date: June 4, 2025 **Proposal #** 47251056

Proposal To: ISD709 (Jeremy DeGraef)

Project: Misc. Parking Lot Patching – (Piedmont Elementary School)

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

Inclusion:

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- (4) Hours Vac truck -> Budgeted for vac out potholes to remove fill & degraded material/water to allow for better adhesion.
- Bituminous saw cutting (up to 416LF).
- Removal/recycling of up to 2709 Sq.Ft. of asphalt (assumed thickness of 4").
- Asphalt patching – hot mix (5 patch locations @ 4" depth)
  (A) = 88' x 25' (2200 Sq.Ft.) – Paver patching = (2) 28 ton lifts.
  (B) = 14'x 6' (84 Sq.Ft.)
  (C) = 17' x 9' (153 Sq.Ft.)
  (D) = 31' x 8' (248 Sq.Ft.)
  (E) = 4' x 6' (24 Sq.Ft.)
  **13 tons of hand patching (B,C,D,E).*
- Roll patch mix with small smooth drum roller.
- Touch up striping in impacted areas of asphalt patching.

Exclusion:

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. – Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

Pricing Summary Based On Time & Materials Rate Schedule:

ESTIMATED BUDGET: $29,950

ADD ALTERNATE 1: **ANY ADDITIONAL ASPHALT CUTTING REQUESTED CAN BE PROVIDED AT AN ADDDITIONAL COST OF BUDGETARY UNIT PRICING: $5/LF**

***ADD ALTERNATE 2*: ANY ADDITIONAL APSHALT PATCHING CAN BE PROVIDED AT AN ADDITIONAL COST BUDGETARY UNIT PRICING: $6.75/SQ.FT**

ADD ALTERNATE 3: ANY HYDRO-EXCAVATING REQUESTED TO REMOVE WATER/DEBRIS FROM PATCHES CAN BE PROVIDED AT AN ADDITIONAL COST.

BUDGETARY UNIT PRICE = $400/HR (PORT TO PORT)

Notes:

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

Accepted:
The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer:_____

Signature:_____

Date: _____

TERMS AND CONDITIONS

A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.

B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.

C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.

D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.

E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.

F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.

G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of $1,000,000 each accident. (3) Commercial General Liability with a coverage limit of $2,000,000 each occurrence, $2,000,000 products/completed operations aggregate and $4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of $2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.

H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.

I. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN. Mediation shall be a condition precedent to arbitration. A party shall initiate mediation by written demand served on the other party and filed with the American Arbitration Association.

J. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.

K. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.

L. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY and REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.

Notification is hereby given that compliance with the above clauses and regulations, if applicable, may require the subcontractor/vendor to annually file certain reports (e.g. the EEO-1 Report and VETS 100A Report) with the federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and Persons with Disabilities. NORTHLAND IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

www.northlandconstructors.com / Office: (218) 722-8170 / Fax (218) 724-4560

6/10/2025			Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs	
COMPANY	**COST**	**RATE**		**OPENED BY**
PIEDMONT				Bryan Brown
Diversified	$26,732.00	1		Jeremy DeGraef
Northland	$29,950.00	2		
LINCOLN PARK				
Diversified	$53,020	1		
Northland	$58,900.00	2		
LAKEWOOD				
Diversified	$99,856.00	1		
Northern	$115,828.00	2		

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113628 **Fiscal Year:** 2025-2026 **Ship prepaid unless otherwise indicated.**

VENDOR
DIVERSIFIED PAVING
56 33RD AVE S
#322
ST. CLOUD, MN 56301

SHIP TO
LINCOLN PARK MIDDLE SCHOOL
3215 W 3rd St
DULUTH, MN 55806

Attention to: BRYAN BROWN/KAB

Q-4401

Purchase Order Number	
01526017	LINCOLN PARK PARKING LOT

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT AT LINCOLN PARK MIDDLE SCHOOL	53,020.	53,020.00

MILL PATCHING:
INCLUDES APPROXIMATELY 7,492 SQ FT
-MILL PROJECT AREAS 4" DEEP
-SWEEPING AND CLEANING OF PROJECT AREA
-APPLICATION OF TACK OIL FOR ADHESION
-FURNISH AND INSTALLATION OF 4" SPWEA240B BITUMINOUS IN TWO LIFTS
-COMPACTION AND FINISH ROLLING OF BITUMINOUS

EXCLUDES:
STRIPING OR PAVEMENT MARKINGS

SEE ATTACHED PROPOSAL DATED 06/09/2025
FOR FULL PROJECT DETAILS

NOTE: INVOICE MUST BE DATED 07/01/25 OR THEREAFTER FOR THIS PO

30% DOWN PAYMENT IS REQUIRED -
PLEASE SEND INVOICE DATED 07/01/2025 FOR THE AMOUNT OF $15,906.00

NOTE: BILL TO ADDRESS IS NOT
ON THE ESTIMATE, PLEASE UPDATE YOUR
RECORDS WITH:

ISD 709 DULUTH PUBLIC SCHOOLS
ACCOUNTS PAYABLE
709 PORTIA JOHNSON DRIVE
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kyle@dpipaving.com

Total: **$53,020.00**

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 07/09/2025

PROPOSAL

Q - 4401

https://www.dpipaving.com/

23633 66th Ave
St. Cloud, MN 56301
763-421-4120

Proposal Submitted To	Work to be Performed At	Company Contact
Bryan Brown ISD #709 Duluth Schools 713 Portia Johnson Dr 55811 (320) 248-4440 bryan.brown@isd709.org	Lincoln Park Middle School 3215 W 3rd St. Duluth, MN 55806	Kyle Neu Account Executive (320) 428-5670 kyle@dpipaving.com

6/9/2025

ESTIMATE DATE: 6/9/2025

Bryan Brown
ISD #709 Duluth Schools

Lincoln Park Middle School
3215 W 3rd St.
Duluth, MN 55806

https://www.dpipaving.com/

Project to include the following Mill Patching

Includes approximately 7,492 sq ft
-Mill project areas 4" deep
-Sweeping and cleaning of project areas
-Application of tack oil for adhesion
-Furnish and installation of 4" SPWEA240B bituminous in two lifts
-Compaction and finish rolling of bituminous

Excludes the following:
-Striping or pavement markings

Total Bid: $53,020

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Kyle Neu
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for $ 53,020.00.

Signature: [signature] Date: 6/10/25.

Lincoln park

NORTHLAND

Date: June 4, 2025 **Proposal #** 47251055

Proposal To: ISD709 (Jeremy DeGraef)

Project: Misc. Parking Lot Patching – (Lincoln Park Middle School)

Northland Constructors of Duluth, Inc. proposes to furnish all materials and perform all labor necessary to complete the following per the exclusion & inclusion list. All work is to be completed in high quality material and workmanlike manner for the pricing on the following breakdown.

Inclusion:

- (1) Mobilization / Demobilization of crew & equipment.
- Provide PPE/safety fencing & signage to perform work safely & efficiently + Supervision.
- (4) Hours Vac truck -> Budgeted for vac out potholes to remove fill & degraded material/water to allow for better adhesion.
- Bituminous saw cutting (up to 880LF).
- Removal/recycling of up to 7500 Sq.Ft. of asphalt (assumed thickness of 4").
- Asphalt patching – hot mix (5 patch locations @ 4" depth)
  (A) = 337' x 21' (7,077 Sq.Ft.) – Paver patching = (2) 90 ton lifts.
  (B) = 11'x 6' (66 Sq.Ft.)
  (C) = 11' x 5' (55 Sq.Ft.)
  (D) = 14' x 8' (112 Sq.Ft.)
  (E) = 13' x 14' (182 Sq.Ft.)
  **12 tons of hand patching (B,C,D,E).*
- Roll patch mix with small smooth drum roller.
- Touch up striping in impacted areas of asphalt patching.

Exclusion:

- Winter Conditions/Snow Removal.
- Analytics/Contaminated Soils Disposal.
- Concrete work - Testing. – Asphalt testing.
- Base material import/correction.
- Surveying/staking, permits, engineering.
- Dewatering.
- Liquidated Damages.
- Rock drilling/blasting.

Pricing Summary Based On Time & Materials Rate Schedule:

ESTIMATED BUDGET: $58,900

ADD ALTERNATE 1: **ANY ADDITIONAL ASPHALT CUTTING REQUESTED CAN BE PROVIDED AT AN ADDDITIONAL COST OF**
BUDGETARY UNIT PRICING: $5/LF

***ADD ALTERNATE 2*: ANY ADDITIONAL APSHALT PATCHING CAN BE PROVIDED AT AN ADDITIONAL COST**
BUDGETARY UNIT PRICING: $6.75/SQ.FT

ADD ALTERNATE 3: ANY HYDRO-EXCAVATING REQUESTED TO REMOVE WATER/DEBRIS FROM PATCHES CAN BE PROVIDED AT AN ADDITIONAL COST.

BUDGETARY UNIT PRICE = $400/HR (PORT TO PORT)

Notes:

- Any alterations or additions to the above proposal involving extra cost for materials or labor will only be executed upon written request and will be an extra cost over the sum quoted in this proposal.
- The contract is to be paid by invoice, net 30 days.
- We reserve the right to revise this quotation if not accepted within 30 days.
- A signed proposal is required to begin work on this project.

If there are any questions concerning this quotation, contact Cody Solem at 218.390.2633

Thank you for the opportunity to quote this project.

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, Inc.

To accept this proposal, please complete the following and return to us via email:

Accepted:
The above prices, specifications and conditions are satisfactory and are hereby accepted. I grant Northland Constructors the authorization to move forward with the bid work.

Buyer:_____

Signature:_____

Date: _____

TERMS AND CONDITIONS

A. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and Work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.

B. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and Work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.

C. **Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.

D. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.

E. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of Work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said Work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional Work, and Contractor is directed by Owner to continue with said Work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.

F. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for Work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.

G. **Insurance Requirements:** Contractor shall secure and keep in force during the term of the Work the following insurance coverage: (1) Workers Compensation in Statutory Limits. (2) Employer's Liability including "Stop Gap" with coverage limit of $1,000,000 each accident. (3) Commercial General Liability with a coverage limit of $2,000,000 each occurrence, $2,000,000 products/completed operations aggregate and $4,000,000 general aggregate (per project). (4) Commercial Automobile Liability with coverage limits of $2,000,000 Bodily Injury and Property Damage Combined Single Limit. A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.

H. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the Work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph. Notwithstanding anything else in this agreement or elsewhere, Contractor's indemnity obligations shall exist only to the extent loss or damage is caused by the negligent acts or omissions of the Contractor.

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During the performance of this contract, the contractor and its subcontractor(s)/vendor(s) agree to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including but not limited to, requirements set out at 41 C.F.R. §§ 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, which equal opportunity clauses and other requirements are hereby incorporated by reference where applicable.

THIS CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL ALSO ABIDE BY THE REQUIREMENTS OF 41 C.F.R. §§ 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED DISABLED PROTECTED VETERANS AND AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY and REQUIRE AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED VETERANS AND QUALIFIED INDIVIDUALS WITH DISABILITIES.

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6/10/2025			Quote #4401 Distict wide Mill and Patch parking lot Projects Bid Tabs	
COMPANY	**COST**	**RATE**		**OPENED BY**
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LINCOLN PARK				
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Northland	$58,900.00	2		
LAKEWOOD				
Diversified	$99,856.00	1		
Northern	$115,828.00	2		

Fond du Lac Tribal & Community College
2101 14th Street • Cloquet, Minnesota 55720
218-879-0800 • 1-800-657-3712 • MN Relay 711
Fax 218-879-0814 • www.fdltcc.edu

June 6, 2025

Greetings College in the Schools Partner,

I hope your school year is coming to an end in a good way. I am reaching out to get the ball rolling for the next school year. I have enclosed the College in the Schools contract for the 2025-2026 school year. I will send an invoice and the list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, October 1, 2025.

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0805 or email dpaulson@fdltcc.edu.

Thank you,

Damien Paulson
Vice President of Student Services and Enrollment Management
2101 14th Street
Cloquet, MN 55720

a member of Minnesota State • a member of the World Indigenous Nations Higher Education Consortium • equal opportunity educator and employer

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. DUTIES OF Fond du Lac Tribal and Community College. **Fond du Lac Tribal and Community College** agrees to provide the following:
   Fond du Lac Tribal and Community College CITS Staff shall:
   - FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
   - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
   - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
   - Communicate student eligibility requirements to the school district.
   - Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
   - Adjust records for student in accordance with add/drop and withdrawal policies.
   - Maintain registration, waiver, and grade records for all completed CITS classes.
   - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
   - Provide to CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

An affirmative action, equal opportunity employer and educator

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.

An affirmative action, equal opportunity employer and educator

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher.

   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2025, with payment by DISTRICT due 60 days later. ***There is no cost to the student.***

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2025*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2026,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

    The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

Fond du Lac Tribal & Community College

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances**

By (authorized signature)
Title: Exec. Dir. Business Services & Finance
Date: 6-17-25

2. **Fond du Lac Tribal and Community College**

By (authorized signature)
Title: President
Date: 6-5-25

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

3.

By (authorized college/university/system office initiating agreement) Bret Buszkowski
Title: Executive Financial Officer
Date: 6/5/2025

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A
CONCURRENT ENROLLMENT
Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed**, the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8. Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Pohl, 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 5-27-2025 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.** *(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~~ SW hourly and $ ~~4,000.00~~ SW in total.
$ 40.00 $ 4,500.00

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: Misaabekong-Doreen Ahatise Skinaway, 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) Phyllis Pohl
3730 W 7th St
Duluth MN 55807.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted]

Contractor Signature — SSN/Tax ID Number — Date 5/30/25

Program Director — Date 5/30/25

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).

50/50

01 01	E E	005 012	605 030	390 000	305 305	340 340
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 6.10.25

6/5/25

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 14, 2025 and shall remain in effect until June 4, 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 Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted] The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin ***July 14, 2025*** and shall not extend beyond ***June 4, 2026,*** the contract not to exceed ***24 days*** and ***4 days per week, 2 hours per day (July 14, 2025 - August 21, 2025) and 169 days*** *and* ***5 days per week, 3 hours per day (September 2, 2025 - June 4, 2026)***. The district agrees to reimburse Residential Services Inc. **$30.00 per hour** for a sum not to exceed ***$16,650.00*** for the time worked with [redacted] while participating in school activities.

3. **Background Check.**

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 $30.00 hourly and $16,650.00 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

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 2900 Piedmont Avenue, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jon Fidler 41-1296663 6/24/25

Contractor Signature SSN/Tax ID Number Date

Jason Crane 6/23/25

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).

_____ 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	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zumwalt 6/24/25

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

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REGION 3 LOW INCIDENCE SERVICES AGREEMENT

(IASC Selling Low Incidence Service to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 709 - DULUTH SCHOOL DISTRICT,** hereinafter referred to as "**DISTRICT**".

RECITALS

The parties hereto recite and declare:

A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.

B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.

C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070. ISD 6070** desires and agrees to provide the special education services to **DISTRICT,** as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2025 and shall continue in full force and effect until the 30th day of June, 2026 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

SPECIAL EDUCATION SERVICES PROVIDED. ISD 6070 shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SERVICES.

A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.

B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.

C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

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REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Region 3 Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs. An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of low incidence services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.

G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.

H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.

J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

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LIABILITIES AND INDEMNIFICATION.

A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

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FY-26

REGION 3 LOW INCIDENCE SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: _____

By Jason Crane

Its Special Services Director

Date 6/6/25

By [illegible]

Its Exec. Dir. Business Services

Date 6.11.25

ISD #6070, Itasca Area Schools Collaborative:

DocuSigned by:

By Bill Hoeft

312FDE8A23B4423...

Its IASC Board Chair

Date 5/16/2025

Signed by:

By Jackie Skelly

D2B1EAF321AF4F0...

Its IASC Executive Director

Date 5/15/2025

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 25, 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.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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 hourly and $ 6,000 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: Sharie Blevins ECFE, 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 Mary Ann Marchel, 3929 Rockview Court, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted]

Contractor Signature | SSN/Tax ID Number | Date 6/19/25

Program Director | Date 6/26/2025

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:

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

04	E	005	508	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | Date 6/27/25

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BLACKBIRD REVOLT

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Blackbird Revolt, LLC Services Agreement

PARTIES

The parties to this agreement are Blackbird Revolt, LLC and Duluth Adult Education ISD709 (hereafter referred to as "the partner", "partner, "the Client", or "Client").

SCOPE OF SERVICES

The services to be provided by Blackbird Revolt, LLC are as described below:

DEFINITIONS

AS USED HEREIN AND THROUGHOUT THIS AGREEMENT

Agreement means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules, or attachments hereto.

Client Content means all materials, information, factual, promotional, or other advertising claims, photography, writings, and other creative content provided or required by Client for use in the preparation of and/or incorporation in the Deliverables.

Copyrights mean the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

Deliverables mean the services and work product specified in the Proposal to be delivered by the Designer to the Client, in the form and media specified in the Proposal.

Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as Website design, architecture, layout, navigational and functional elements.

Final Deliverables means the final versions of Deliverables provided by the Designer and accepted by the Client. Final Works means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds,

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typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

Preliminary Works means all creative content, including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed bythe Designer and which may or may not be shown and or delivered to the Client for consideration but do not form part of the Final Works.

Project means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

Services mean all services and the work product to be provided to the Client by the Blackbird Revolt as described and otherwise further defined in the Proposal.

Third Party Materials means proprietary third-party materials which are incorporated into the Final Deliverables, including, without limitation, stock photography or illustration.

Trademarks mean trade names, words, symbols, designs, logos, or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of the Client.

Working Files means all underlying work products and digital files utilized by the Designer to create the Preliminary Works and Final Works, other than the format comprising the Final Deliverables.

PAYMENTS/CHARGES

Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use, or value-added taxes, even if calculated or assessed subsequent to the payment schedule.

Expenses. The payment for services includes payment for all costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services. If the scope is expanded throughout the course of the contract, Blackbird Revolt, LLC will be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of services.

Additional Costs. The Project pricing includes the Designer's fee only. Any outside costs, including, but not limited to, equipment rental, photographer's costs, and fees, photography and/or artwork licenses, prototype production costs, talent fees, music

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licenses, and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

Invoices for services shall be submitted upon completion of the agreement and upon delivery of a finalized project. The Client will process and pay bills within thirty (30) days from receipt.

Payment for services Client shall pay to Designer fees in the amounts and according to the payment schedule set forth 50/50: The Client shall pay for services in 2 installments of $ 1,245 . These installments shall be paid within **30 days** of each invoice.

REVISIONS, ALTERATIONS, & APPROVAL

Revisions. Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at $400 per round.

Iterations. During the design phase, if the partner requires the creative team to redesign or reiterate vectored concepts, an iteration fee of $180/hour will be added to the final invoice.

Approval. The partner agrees to have no more than 5 people in any one design meeting. The Partner also agrees that the person approving the designs will be actively engaged in the process. All feedback should be provided through meetings and/or via email.

TIMEFRAME

Dates

Blackbird Revolt, LLC will complete all services by July 12, 2025

Timeline

Timeline:
Week of May 19: Kickoff meeting**tentative contracting
May 29: BR sends concepts & poster revision
June 3: Partner sends feedback
June 12: BR sends drafts of all items
June 17: Partner sends feedback, then is OOO from June 18 - 29.
June 29: BR sends all final deliverables
July 3: Partner sends final, minor feedback or final approval
July 12: Project complete

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Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once the Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional $85 per day charge.

Note: Each project varies in timeline and scope. We will complete all services within an agreed-upon timeline unless timeline changes are made and agreed upon.

Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed, the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of $180.

Unforeseen Circumstances. Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

TERMINATION

Termination/Abandonment. Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice.

Term. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered, or otherwise terminated as set forth herein.

Termination. In the event of termination, the Designer shall be compensated for the Services performed through the date of termination in the amount of

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(a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer and/or Designer Agents as of the date of termination, whichever is greater; and Client shall pay any outstanding Additional Costs, Taxes, Expenses, Charges, and costs of Changes incurred through the date of termination.

In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total Project fee, Schedule A shall not be effective, and Client shall not have rights to use the Deliverables except upon written consent from Designer provided after such termination.

- Upon cancellation of the agreement before completion of the production phase, the Client shall pay 25% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.
- Upon cancellation of the agreement before completion of the post-production phase, the Client shall pay 50% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.
- Upon cancellation of the agreement, after work has been completed, the Client shall pay 100% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.

Upon expiration or termination of this Agreement:
(a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

AUDIT OF RECORDS

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone is encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.

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EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide Taking Flight with Blackbird.

ISSUE RESOLUTION

If the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.

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ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project.

OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client, other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PDF, PNG, JPG, SVG

CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the

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Internet is occasionally victimized by the creation and dissemination of viruses or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus-free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the agreement.

INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement, it has relied and is relying solely upon its judgment, belief, and knowledge of the nature, extent, effect, and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not contained herein of any other party or any representative, agent, or attorney of any other party.

TIME

Any reference to days means calendar days unless otherwise specifically stated.

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TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

WAIVERS

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

GOVERNING DOCUMENT

This Agreement constitutes the entire agreement and understanding of the Designer and Client concerning the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between the Designer and Client relating to such subject matter. This Agreement may only be amended by a written instrument signed by the Designer and Client.

SUCCESSORS AND ASSIGNS

The provisions of this Agreement will inure to the benefit of, and will be binding upon, the Client and its successors and assigns.

COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute the same instrument. An electronic signature, an electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

SIGNATURES

This agreement is comprised of the proposal/quote and Attachment A2. The individuals Executing this agreement represents and warrants that they have the legal capacity and authority to do so on behalf of their respective legal entities.

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The parties have executed this agreement on the following date: 28 May 2025 | 9:13 AM CDT

Client

Signed by:

Signature: Simone Zunich

9B4602F1461A4BB...

Printed Name: Simone Zunich

Title: Executive Dir Bs Services

Blackbird Revolt, LLC

Signed by:

Signature:

AD69E0809A7E43A...

Printed Name: Janelle Moses

Title: Business Manager

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Duluth Adult Education Design Quote 2025

Social Media Graphics.....$870

- Social Media Graphics: (Facebook, Instagram)
  - GED-Diploma program
  - English Language program
  - College Prep program
  - Core Skills program
  - Career program
  - All programs

Program/Class Flyers.....$500

- Editable template 8.5x11 (with white background, logos, and contact info at bottom)
  - All Programs
  - GED-Diploma program
  - English Language program
  - College Prep program
  - Core Skills program
  - Career program

T-shirt Design.....$720

- One new design representing the 2025-2026 school year

Revision..... $400

- All Programs Poster and Postcard
  - Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work".

Timeline:

- Week of May 19: Kickoff meeting
- May 29: BR sends concepts & poster revision
- June 3: Partner sends feedback
- June 12: BR sends drafts of all items
- June 17: Partner sends feedback, then is OOO from June 18 - 29.
- June 29: BR sends all final deliverables
- July 3: Partner sends final, minor feedback or final approval
- July 12: Project complete

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Attachment A2: Exclusive License

Rights in the Final Deliverables

Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Blackbird Revolt hereby grants to Client the exclusive, perpetual, and worldwide right and license to use, reproduce, and display the Final Works solely in connection with the Project as defined in the Proposal. Any additional uses will require separate pricing. All other rights, including Copyrights, are reserved by Blackbird Revolt.

Modification: (check one)

__X__The rights granted to the Client are for usage of the Final Works in their original form only. The client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works.

OR

____The rights granted to Client include the rights to adapt, modify, and create derivative works based on the Final Works solely in connection with the Project and usage rights set forth herein.

Trademarks. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Blackbird Revolt assigns to Client all of Blackbird Revolt's rights, including trademark and Copyright, in and to Trademarks created by Blackbird Revolt. Blackbird Revolt shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save, and hold harmless Blackbird Revolt from any damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

Client Content. Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademarks, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Blackbird Revolt a nonexclusive, nontransferable license to use, reproduce, modify, display, and publish the Client Content solely in connection with Blackbird Revolt's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.

Third-Party Materials. Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Blackbird Revolt shall inform Client of all Third Party Materials to be procured by Blackbird Revolt that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Blackbird Revolt shall obtain a license for Client to use the Third Party

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Materials consistent with the usage rights granted herein. Client shall indemnify, save, and hold harmless Blackbird Revolt from any damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions concerning materials included in the Final Works at Client's request.

Rights Reserved to Blackbird Revolt

Preliminary Works/Working Files. Blackbird Revolt retains all proprietary rights, including property ownership, intellectual property rights, and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return to Blackbird Revolt all Preliminary Works and Working Files in Client's possession within thirty (30) days of completion of the Services.

Original Artwork. Blackbird Revolt retains property ownership in any physically tangible original artwork comprising Final Works, including all rights to display or sell such artwork. Client shall return all original artwork to Blackbird Revolt within thirty (30) days of completion of the Services.

Blackbird Revolt Tools. Blackbird Revolt Tools and all intellectual property rights therein, including Copyrights, shall be owned solely by Blackbird Revolt. Blackbird Revolt hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's publisher, Web hosting, or Internet service providers), perpetual, worldwide license to use the Blackbird Revolt Tools solely with the Final Deliverables for the Project. The client may not directly or indirectly, in any form or manner, decompile, reverse engineer, or otherwise disassemble or modify any Blackbird Revolt Tools comprising software or technology.

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No Cost Contracts Signed
June 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**
University of Minnesota Duluth (Kathryn A. Martin Library)	Denfeld HS	Storage of Denfeld High School criterion school newspaper (4-8 issues from 1922 until the final issue was published) Storage of two reels of microfiche

KATHRYN A. MARTIN LIBRARY
ARCHIVES & SPECIAL COLLECTIONS
UNIVERSITY OF MINNESOTA DULUTH
416 Library Drive
Duluth, MN 55812
libarchives@d.umn.edu 218-726-8526

DEED OF GIFT

I. Transfer of Ownership

I, the undersigned Donor, hereby donate and convey to Regents of the University of Minnesota (the "University"), for the benefit of the Kathryn A. Martin Library, all right, title, and interest in the materials described on Exhibit A to this Deed of Gift (the "Donated Materials"), except as noted in this Deed of Gift.

Donor Information:

Name: Duluth Public Schools - Denfeld High School Phone: 218-336-8700

Address: 709 Portia Johnson Drive

Duluth, MN 55811 e-mail: info@isd709.org

Nature of Donor's Right in Materials (e.g. owner, heir, literary executor, trustee): owner

By signing this Deed, I understand and agree that the location, retention, cataloging, preservation, and disposition of the Donated Materials by the University will be conducted in its discretion, in accordance with University policy and with applicable law. Common discretionary uses by the University include exhibition, display, digitization for preservation and access purposes, and making works available for research and scholarship. The Donated Materials shall be made accessible for research, subject to the terms and conditions, if any, stated below:

Please indicate the fair market value of the donation (except authors' or artists' own work):
Unknown

If you do not know the fair market value, library staff can suggest resources to assist you in making that determination. If the property is valued at more than $5,000, the donor will need to

obtain a qualified appraisal and attach a copy of the appraisal and an IRS Form 8283 stating the value and signed by the appraiser. If the property is newly purchased, a copy of the original invoice showing purchase price should be attached.

II. Copyright

A. Current copyright ownership and control

To the best of my knowledge, (please select *only one* of the following statements):

- ☒ I own **all** copyrights in the Donated Materials (i.e., all works were created by me, or I acquired the copyrights in all Donated Materials).
- ☐ I own **some** of the copyrights in the Donated Materials (i.e., some of the Donated Materials were created by me, or I acquired the copyrights in some of the Donated Materials, but the Donated Materials also contain works for which other individuals or organizations control the copyrights).
- ☐ I own **none** of the copyrights in the Donated Materials.

Any further information about the control of copyrights in the Donated Materials may be provided in attached documentation.

B. Transfer of copyright ownership

Please select *only one* of the following options.

- ☐ I assign to the University any and all copyrights I own in the Donated Materials.
- ☒ I retain full ownership of any and all copyrights I own in the Donated Materials, but I grant the University a nonexclusive right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes.
- ☐ I do not transfer or intend to transfer copyright ownership to the University.

Regardless of my choice as to transfer of copyright ownership, I acknowledge that some of the discretionary uses incidental to the Donated Materials' inclusion in the collections of the University of Minnesota (including exhibition, display, digitization for preservation and access purposes, and making works available for research and scholarship) may implicate copyrights. To the extent that such activities are not already permitted under statutory copyright exceptions such as fair use, I grant the University a non-exclusive worldwide perpetual license for all reasonable discretionary uses.

SIGNATURE OF DONOR:

I represent and warrant that I am the sole owner of the materials described above; that I have full right, power, and authority to give the materials to the University; that they are not subject to any lien or other claim; and that the information I have provided is accurate. The terms of this Deed of Gift shall apply to all of the Donated Materials described on Exhibit A and any subsequently delivered Donated Materials.

Simone Zuniga _____ Date: 6.16.25

ACCEPTANCE BY UNIVERSITY:

The University of Minnesota Duluth's Kathryn A. Martin Library hereby accepts this gift on behalf of the Regents of the University of Minnesota with appreciation and agrees to the conditions stated in this Deed of Gift.

_____ Date: _____

Name: Matt Rosendahl
Title: Library Director

Exhibit A to Deed of Gift

Description of Donated Materials

Denfeld High School Criterion school newspaper

- 4 to 8 issues / year from 1922 until it was no longer published in print.
- 2 reels of microfiche

PARTICIPATION AGREEMENT for Head Start Programs

Parent Aware is Minnesota's Quality Rating and Improvement System for early care and education programs. Parent Aware is led by the Minnesota Department of Children, Youth, and Families (DCYF) in coordination with the Minnesota Department of Education (MDE). Head Start programs are eligible to receive a Four-Star Rating through the Automatic Pathway, but you must complete the Participation Agreement to enroll. Programs with a Four-Star Rating are eligible to receive Early Learning Scholarships and the highest child care assistance rates.

☐ **NO**, my program does not want to receive a Four-Star Parent Aware Rating.
☑ **YES**, my program does want to receive a Four-Star Parent Aware Rating. *(Read and agree to the requirements below)*

I understand that the program must meet these prerequisites in order to participate in Parent Aware

1. My program actively provides care to children ranging in age from birth to kindergarten entry.
2. My program is licensed-exempt.
   OR
   My program is currently licensed and in good standing with a Tribal Government.
   OR
   My program is currently licensed and does not have any one of the following licensing violations: conditional license, temporary immediate suspension, suspension, revocation, or a maltreatment finding.

I understand that our participation in Parent Aware will end and that our Rating will be revoked if our tribal license is not in good standing or we have one of the following licensing violations: a conditional license, temporary immediate suspension, suspension, revocation, or a maltreatment finding.

Responsibilities of Programs with a Parent Aware Rating through the Automatic Pathway

1. Participate in Parent Aware evaluation activities.
2. Understand that your program will not have the option to withdraw a Parent Aware Rating.
3. Understand that Ratings are valid for two years.
4. Before your Rating expires, submit for a Re-Rating through the Head Start Annual Program Plan submitted to MDE.
5. If changes to sites and programs occur in the two-year Rating cycle, programs need to submit a Parent Aware Addendum application and send it to MDE.

Data Release

- By signing this Participation Agreement, you grant permission for Parent Aware staff (including Professional Development Advisors, Quality Coaches, CLASS coaches, and Parent Aware Raters) to view your Organization Profile in Develop, Organization Profile of all sites included in the application, and Learning Records of your staff if applicable.
- By signing this Participation Agreement, you grant permission for DCYF and MDE to share your information with each other, with their contractors who need this information to do their jobs, and with researchers conducting evaluations of Parent Aware and related programs. The following data may be shared with the aforementioned agencies and contractors:
  - All data submitted, on paper or via www.developtoolmn.org, related to your program's Parent Aware participation and Parent Aware quality documentation, including all information in your Organization Profile and the Organizational Profiles of all the sites in your application.

- All data collected about the supports your program and staff received, both financial and otherwise, during Parent Aware participation.

- By signing this Participation Agreement, you grant permission for DCYF to make certain information about your program and all the sites in this application **publicly available** on the Parent Aware website, www.ParentAware.org, and the national child care search engine. The following data about your program will be made public:
  - Your program's name, address, contact person, phone number, for your program, and all sites included in the application.
  - Your program and all the sites included in the applications' participation status in Parent Aware.
  - Your program and all sites included in the applications' current Star Rating, any previous Star Ratings, and, if applicable, the reason a Rating was revoked.
  - The date on which a Rating was issued and the date on which it will expire.
  - The curricula used by your program, and all sites included in the application.
  - The assessment tool(s) used by your program, and all sites included in the application.

Individuals who knowingly provide false or fraudulent information during participation in Parent Aware will not be allowed to continue, will be required to repay any Quality Improvement Dollars, and will be reported to the appropriate authorities.

On behalf of the program, I consent to participate in Parent Aware according to the terms in this document.

X _____ 6/23/25

OWNER OR DIRECTOR SIGNATURE DATE

Must be the person legally authorized to sign on behalf of the program

Revenue Contracts Signed
June 2025

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	**Amount or Estimated Amount***	**Contract Source**	**Description**
Harbor City International School	$4.87/lunch meal	Child Nutrition	Vended lunch meal service for FY26

School Nutrition Programs
Agreement for Vended Meals Provided by a School Food Authority

School Year 2025-26

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor." An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

If the Vendor SFA has an existing FSMC contract, the FSMC may NOT be a party to this contract. This agreement is between the Vendor SFA and the recipient SFA only.

I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA): Harbor City International Achool

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 74085000000

and Vendor: Duluth Public Schools, ISD 709

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 1000003456 authorizes the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of 9/1/2025 through 6/15/2026.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLiCS number (if known)
Harbor City International School	32 West Michigan Street,Duluth,MN5580	74085000000

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- [x] Lunches meeting National School Lunch Program requirements, 7 Code of Federal Regulations (CFR) 210.
- [ ] Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- [ ] Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- [ ] Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- [ ] Other (describe): _____

B. Vendor will provide meals to SFA in the following manner:

- [ ] Unitized meals.
- [x] Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- [x] Eating Utensils.
- [x] Condiments.
- [x] Paper Items.
- [ ] Extra Milk.
- [ ] Transportation Containers.
- [x] Other (describe): Soup Spoons, Soup Bowls

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have not been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

Meal Type	2025–26 Price
Breakfast	$
Lunch	$ 4.87
Snack	$
Special Milk	$
	$
	$
	$

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

The Duluth School District will bill Harbor City International School on a monthly basis for meals.

NOTE: Charges outside the scope of this contract or the MDE price proposal must be procured and invoiced separately. Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

Recipient SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Recipient SFA may deny the charge. Recipient SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor SFA's account. Recipient SFA will notify Vendor

SFA of the short payment to the invoice with unallowable charges or obligation to pay which Vendor SFA must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Recipient SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements,

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement
Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the Special Diet Statement for the student. This is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement
Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)
☐ If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)
☐ If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is $_____. SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at mde.fsmc@state.mn.us. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

☐ On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months: _____

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): $ _____

☐ Other frequency

☐ At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.
Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring delivery receipts are changed to reflect adjusted meal orders; and ensuring adjusted meal orders for each site are correctly packaged and loaded for delivery.
Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by email, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference to attached information:

The SFA will phone in the meal countthe day prior by 2:00 PM.

B. Vendor will deliver meals as described. Include time(s) for each site.
(For each meal service, indicate time the meals will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference to attached information:

The SFA will pick up the meals at Denfeld Highschool at the agreed upon time. Variety of fruits and vegetables are at the discretion of the Vendor and change with the season.

C. Responsibility for transport containers:
(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference to attached information:

Pans sent with food will be returned clean the next day.

D. Other: _____

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree the books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except in circumstances in which audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

VII. Health and Sanitation

A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.

B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.

C. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.

D. Maintain all applicable health certifications for SFA site(s).

E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice. The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination.

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

(2) **fax:** (833) 256-1665 or (202) 690-7442; or

(3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Signatures

SFA Name: Harbor City International School

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: Duluth Public Schools, ISD709

Authorized Representative: Simone Zunich

Title: Director of Finance

Signature of Authorized Representative: Simone Zunich

Date: 6/24/25