

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, September 8, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	10
3) Facilities Department Report	11
4) Technology Department Report	13
5) Transportation Department Report	14
3. <u>Recommended Resolutions</u>	
A. B-9-25-4120 - Maximum Levy Certification	15
B. B-9-25-4121 - Acceptance of Donations to Duluth Public Schools	16
4. <u>Consent Agenda</u>	
A. HR Staffing Report	20
B. FY26 Hourly Wage Rates	22
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D. Job Description - Cultural Immersion Paraprofessional <i>Revision</i>	28
E. Finances	
1) Financial Report	31
2) Fundraisers	32
F. Bids, RFPs, and Quotes	
1) BID #1322 - Kemps Dairy Renewal for 2025-26 School Year	33
5. <u>Contracts, Change Orders and Leases</u>	
A. CONTRACT - Environmental, Health & Safety Management Services for Duluth Public Schools 2025-2026	39
6. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	52
B. No Cost Contracts	108
C. Revenue Contracts - None	
D. Grant Applications	145
E. Change Orders Signed	146



**Human Resources Report for September 2025 School Board Meeting
Highlighting August 2025 Activities**

Department: Human Resources
HR|Business Services Committee: 09.08.2025
Regular Board Meeting: 09.16.2025
Report Prepared By: Theresa Severance

Manager’s Minutes:

- We have updated all our Clerical positions to be more focused on the individual work of each position, rather than a broad description of an outdated leveling system.
- With the approval of contracts for the Principal’s Unit, the Paraprofessional Unit, and the EEA Unit last month, we are in the process of finalizing all pay adjustments and any back pay due for those units.
- Negotiations are ongoing with the Director’s Unit and we have a tentative agreement with the Food Service unit. We have yet to receive an intent to negotiate from the DDWIAA and NCBAA units.
- We had 48 new employees (16 non-certified and 32 certified) attend the New Hire Orientation on August 14 at the District Service Center.

What We’re Working On:

- The human resources team is working on setting up our job fair and event participation for the 2025-2026 school year. Our first event was Unity in the Community on August 18, followed by the monthly event held at CareerForce on September 3rd.
- The payroll team is working with departments to go paperless for all extra pay invoicing. This updated process would eliminate the hand keying of information into the payroll system and help in expediting payments to employees.
- The benefits team is starting to prepare their schedule for onsite school visits and retiree planning meetings.

Upcoming Changes/Improvements to the Department:

- We have started the screening for the Human Resources Manager position, with interviews to be held later this month.
- We are planning to attend several job fairs at UWS in September and October. The Jacket Fest on 09/18 and the Career & Internship Fair on 10/09
- Principal staffing meetings are being scheduled for the end of September. These meetings will ensure that employees are aligned with the correct schools and assignments in our payroll system, which will ensure a smoother process for future hiring and reporting to STARS.

Staffing Report:

- | | |
|-------------------------------|---------------------------------|
| • Certified Appointments - 19 | Non-Certified Appointments - 19 |
| • Certified Leaves - 7 | Non-Certified Leaves - 1 |
| • Certified Resignations - 3 | Non-Certified Resignations - 18 |
| • Certified Retirements - 0 | Non-Certified Retirements - 6 |

Open Positions:

Certified:

Teachers (8)

Early Childhood (1)

Elementary (1)

High School (2)

Middle School (1)

Special Education (2)

Adult Basic Education (1)

Non-Certified:

Administrative (3)

Child Nutrition (5)

Maintenance (6)

Master Electrician (1)

School Custodian I/II/III (2)

Second Shift Engineer I (1)

Second Shift Engineer II (1)

Substitute Maintenance (1)

Playground/Cafeteria Monitor (4)

Transportation (1)

School Bus Driver II (1)

Paraprofessionals (14)

Certified Sign Language Interpreter (1)

Health Assistant Para LPN - LTS (1)

Instructional Para (2)

Language Facilitator - Deaf and Hard of Hearing (1)

Occupational Therapy Assistant (1)

SpEd Building Wide Para (3)

SpEd Program Para (2)

SpEd Student Specific Setting III Para (3)

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	487.00	411.00	76.00	78.00	83.00	83.00	79.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	465.00	380.00	85.00	76.00	72.00	74.00	81.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	240.00	205.00	35.00	39.00	33.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	513.00	426.00	87.00	72.00	83.00	99.00	79.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	304.00	262.00	42.00	58.00	53.00	45.00	56.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Spanish Immersion	182.00	147.00	35.00	39.00	26.00	28.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	261.00	221.00	40.00	40.00	43.00	45.00	51.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	455.00	376.00	79.00	82.00	76.00	72.00	81.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	401.00	327.00	74.00	68.00	77.00	61.00	62.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	235.00	197.00	38.00	35.00	47.00	43.00	36.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	719.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	252.00	242.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1141.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00	354.00	392.27	0.00	0.00	0.00	0.00
AE Online 650	49.67	176 students 19 Open Enrolled, 7 FT Residents, 150 PT Residents, Average Enrollment 0.28 about 2 classes							0.00	0.00	0.00	0.28	2.42	9.05	18.43
Denfeld 215	1038.60								0.00	0.00	0.00	0.00	247.29	258.86	276.31
East 220	1539.90								0.00	0.00	0.00	0.00	395.87	407.09	371.15
Merritt Creek Academy 81	80.00	33.00	1.00	4.00	2.00	8.00	7.00	12.00	6.00	7.00	11.00	6.00	12.00	4.00	0.00
ALC 611	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	26.00	32.00
Chester Creek Academy 575	28.00	15.00	0.00	0.00	1.00	5.00	6.00	3.00	3.00	2.00	1.00	0.00	2.00	2.00	3.00
Rock Ridge Academy 580	38.00	14.00	2.00	3.00	1.00	5.00	2.00	3.00	2.00	3.00	5.00	3.00	5.00	3.00	1.00
Arrowhead Academy 605	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.00	4.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00
The Bridge 950	23.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.58
Total:	8272.88	3014	594	594	597	609	613	601	631	618	653.4	655.58	700	681.7	725.2

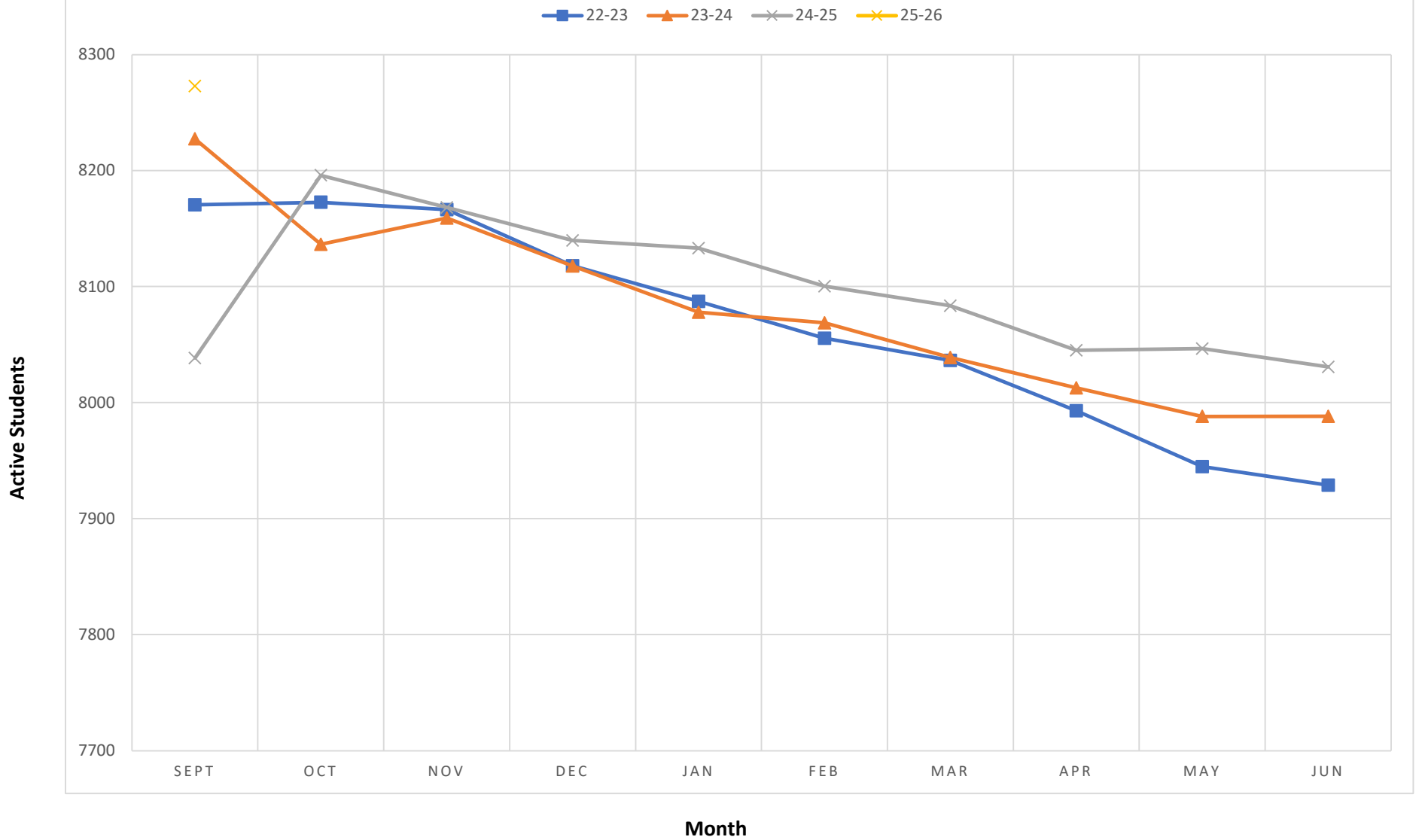
2025-2026
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Sep '24	Current Month-Sep '24
Congdon Park 435	474.00	487.00										0.00		0.00	13.00	471.00	16.00
Homecroft 475	451.00	465.00										0.00		0.00	14.00	447.00	18.00
Lakewood 500	252.00	240.00										0.00		0.00	-12.00	253.00	-13.00
Lester Park 510	512.00	513.00										0.00		0.00	1.00	509.00	4.00
Lowell 520	306.00	304.00										0.00		0.00	-2.00	308.00	-4.00
Lowell Immersion 521	327.00	182.00										0.00		0.00	-145.00	330.00	-148.00
MacArthur 525	270.00	261.00										0.00		0.00	-9.00	251.00	10.00
Myers Wilkins 540	312.15	455.00										0.00		0.00	142.85	307.00	148.00
Piedmont 550	387.00	401.00										0.00		0.00	14.00	388.00	13.00
Stowe 565	238.00	235.00										0.00	0.00	0.00	-3.00	231.00	4.00
Lincoln Middle 225	667.87	719.86										0.00		0.00	51.99	664.00	55.86
Ordean East Middle 335	1073.61	1141.27										0.00	0.00	0.00	67.66	1078.55	62.72
AE Online 650	166.24	49.67										0.00		0.00	-116.57	81.37	-31.70
Denfeld 215	896.17	1038.60										0.00		0.00	142.43	949.90	88.70
East 220	1382.11	1539.90										0.00	0.00	0.00	157.79	1508.58	31.32
Merritt Creek Academy 81	84.33	80.00										0.00		0.00	-4.33	69.00	11.00
ALC Seat Based 611	92.72	62.00										0.00		0.00	-30.72	73.86	-11.86
Chester Creek Academy 575	31.00	28.00										0.00		0.00	-3.00	27.00	1.00
WHA RRA 580	46.00	38.00										0.00		0.00	-8.00	34.00	4.00
Arrowhead Academy 605	22.33	7.00										0.00		0.00	-15.33	17.00	-10.00
Bethany Crisis Shelter 615	0.25	0.00										0.00		0.00	-0.25	0.25	-0.25
Hospitals 630	23.00	2.00										0.00		0.00	-21.00	15.00	-13.00
The Bridge 950	16.00	23.58										0.00	0.00	0.00	7.58	25.00	-1.42
Total:	8030.78	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	242.10	8038.51	234.37
Change		242.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Adult Learners		367.00										0.00					

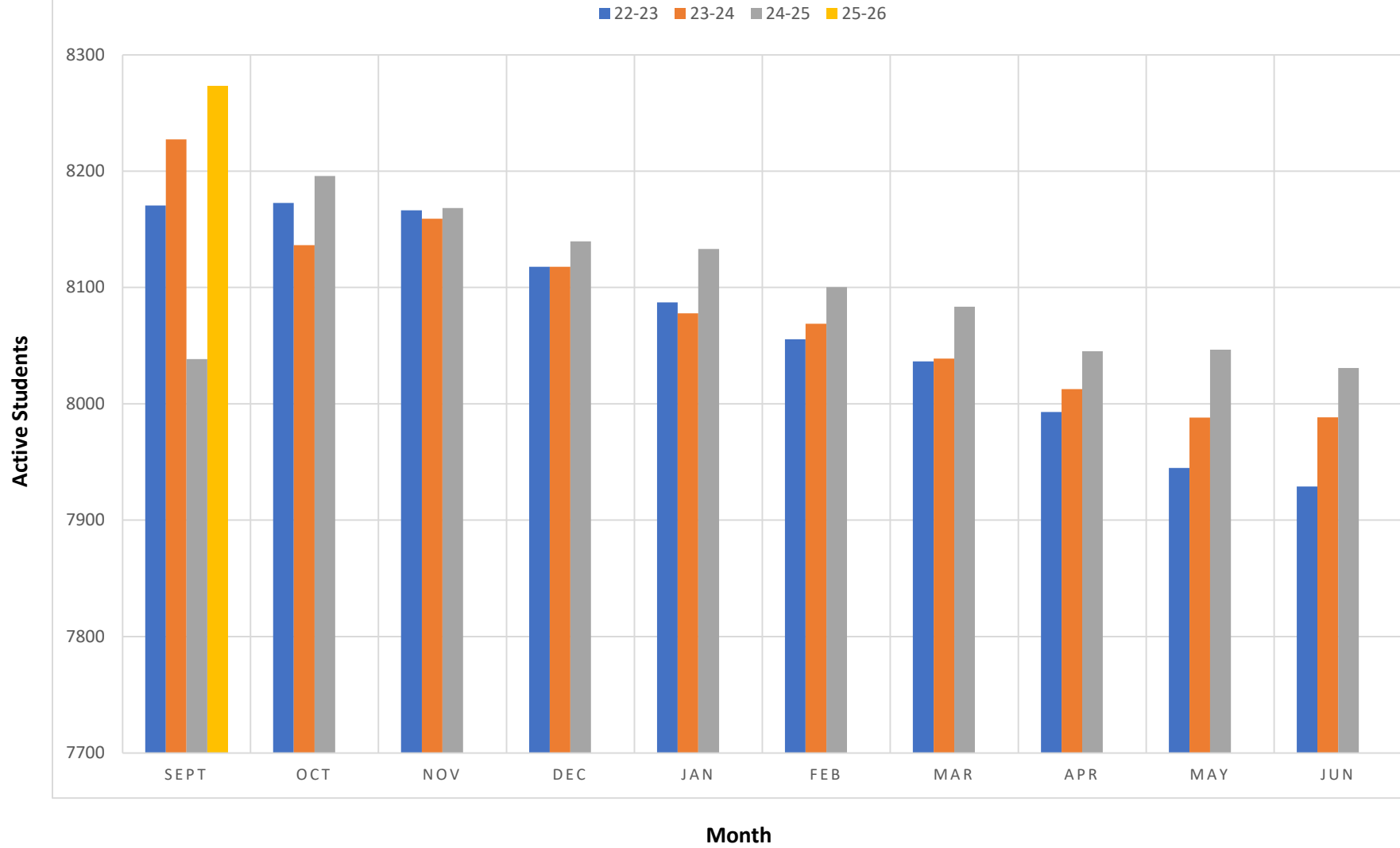
2025-2026
Month to Month Enrollment Changes by Grade

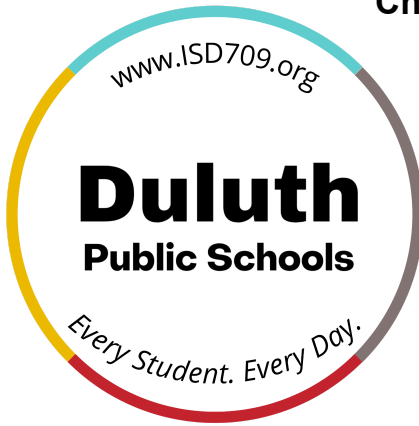
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	151.06
PK	21.94										0.00	0.00	0.00	21.94
KA	132.00										0.00		0.00	132.00
KG	462.00										0.00		0.00	462.00
1	594.00										0.00		0.00	594.00
2	597.00										0.00		0.00	597.00
3	609.00										0.00		0.00	609.00
4	613.00										0.00		0.00	613.00
5	601.00										0.00		0.00	601.00
6	631.00										0.00	0.00	0.00	631.00
7	618.00										0.00		0.00	618.00
8	653.41										0.00	0.00	0.00	653.41
9	655.58										0.00		0.00	655.58
10	700.00										0.00		0.00	700.00
11	681.72										0.00		0.00	681.72
12	725.17										0.00	0.00	0.00	725.17
K 12 Total:	8272.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8272.88
Change		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH



ISD 709 ACTIVE ENROLLMENT BY MONTH





Child Nutrition Report for September 2025 School Board Meeting Highlighting August 2025 Activities

Department: Child Nutrition

HR|Business Services Committee: 09.08.2025

Regular Board Meeting: 09.16.2025

Report Prepared By: Sheila Oak

What We're Working On:

- Had a training day for our kitchen managers who are Certified by the Health Department to renew their Safe Food Handlers Certificates. This is very important to our program and a requirement for our licensed kitchens and cafeteria.
- Sent out a district wide mailing to all families reminding them to do their Application for Educational Benefits for the new school year.
- Summer meals were completed on 8/15/25.

Here is a look at Summer Meal counts over 10 years

Summer Meals					Pandemic	Pandemic	BREAKFAST				
YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	2763	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958
July	5027	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226
August	1475	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362
	9265	8993	15879	11440	39277	44401	12201	15418	16561	20647	19546
					LUNCH						
YEAR	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
June	4668	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671
July	9340	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855
August	3048	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165
	17056	19256	28737	22003	52768	47520	30692	39147	43868	47833	49691
					Record Year						

Staffing Report:

- Interviewed and hired 5 new employees.
- Received 2 retirements
- 7 openings going into September



Facilities Report for September 2025 School Board Meeting

Highlighting August 2025 Activities

Department:	Facilities
HR Business Services Committee:	09.08. 2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Summer projects have been completed.
- Bids for the 1st Street building project were opened on August 6th at the DSC, with contractor selection and pre-construction work beginning immediately for a planned early September start date.

What We're Working On:

- DSC:
 - Transportation building Expansion in progress steel structure is being assembled. Holm Const
- Denfeld High School
 - Cafeteria terrazzo floor repairs completed.
 - Clock tower heating project is underway.
- East High School
 - Front entryway repairs complete.
 - Parking lot resurfacing complete.
 - Stormwater system inspection completed.
 - Cleaned and new sand filter media added.
 - Weight Room expansion completed.
 - CTE Manufacturing space development for new equipment is in process. DSGW is assigned; contractor selection for the project are pending.
- Lincoln Park:
 - Auditorium lighting re-lamped. Front of house lights only. New lighting design is underway.
 - Keyed elevator switches have been installed.
- Lowell:
 - Exterior envelope repairs are complete.
 - Walk-in cooler floor repairs are complete.
 - Currently receiving quotes for blinds for the new windows.
- Myers Wilkins:
 - A Conditional Use Permit with the City of Duluth for the guardrail installation has been approved. We are waiting on the City to provide the next steps.
 - Classroom build-outs for the Spanish Immersion classrooms have been completed.
 - New chiller installation is complete.

- Congdon:
 - New Mini Split system for IT closet completed.
- Lakewood:
 - Parking lot expansion is complete.
- Laura MacArthur/Stowe
 - Flooring projects completed.

Upcoming Changes/Improvements to the Department:

- Building Operations summer cleaning was a success. Over the summer, Facilities Operations cleaned approximately 1,753,095 Square feet of building space. All while serving the summer building activities.

Staffing Report:

- Milestones:
 - Please join us in extending our deepest congratulations and sincere thanks to Elizabeth LeDoux and Daniel Kolden for 40 remarkable years of service, continuous learning, and invaluable contributions. Both were successful candidates, along with 25 others out of 250 applicants, back in 1985.
 - On August 27th, Elizabeth LeDoux reached her 40th year of dedicated service with Facilities at the Duluth School District. Elizabeth is currently the District Carpenter.
 - On August 28th, Daniel Kolden reached his 40th year of dedicated service with Facilities at the Duluth School District. Daniel was the Engineer 2 at Rockridge and retired on September 2nd.

We wish Liz continued success and happiness in her vital role! We also wish Dan happiness and health in all of his new endeavors as the retirement wind blows. We are incredibly fortunate to have had the expertise and dedication as part of the ISD709 family.

Work Orders: As of September 2nd

- Work in Progress 374
- Work orders completed 160



Technology Report for September 2025 School Board Meeting Highlighting August 2025 Activities

Department:	Technology
HR Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Greg Krueger

Manager's Minutes:

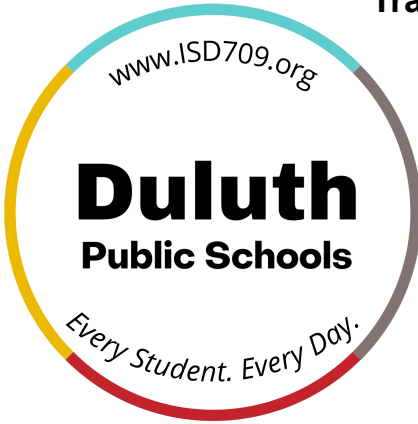
- Greg began as new director first week of August
- Transition discussions occurred between new director and prior interim department leader
- Weekly meetings were held with central office technology staff
- Two meetings were held with Digital Innovation Specialists to prep for the school year
- 1:1 check-ins were held with all department employees
- An org chart for the department was developed and a slight restructuring recommended relevant to the staff supervised by our Network Admin/Architect position

What We're Working On:

- Preparing technology devices and systems for the start of the school year
- Engaging in transition discussions and training relevant to the departure of our Network Admin/Architect
- Defining the scope of a project to replace aging classroom display technology (Smartboards and projectors) at the district's secondary schools
- Integrating the district's Digital Innovation Specialists into the technology department's systems and meetings - this group of six staff were recently re-aligned into our department

Staffing Report:

- Jesse Wheeler, our current Network Architect/Admin, is moving on to a new opportunity directing the IT team for a nearby county government
 - His last day is September 5
 - The vacancy is posted and accepting applications



Transportation Report for September 2025 School Board Meeting Highlighting August 2025 Activities

Department:	Transportation
HR Business Services Committee:	09.08.2025
Regular Board Meeting:	09.16.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- The beginning of the school year has been a busy time for us. The first two weeks require significant effort to assist drivers, bus staff, parents, and students in transitioning smoothly into the new school year. Our focus is on ensuring everything operates as efficiently as possible.

What We're Working On:

- **Dynamic Routing:** Managing numerous last-minute changes and integrating new students into existing routes.
- **Operational Efficiency:** Ensuring the continuous and smooth operation of all bus services.
- **Infrastructure Impact:** Navigating the extensive road construction projects throughout Duluth this year.

Upcoming Changes/Improvements to the Department:

- Increased adoption of forms to enhance departmental efficiency.

Staffing Report:

- We are nearing full staffing, as our two newest driver trainees are currently in the examination process.

Stats in the Spotlight:

- 415 different routes have been set up so far for this school year, and more to come!

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 16, 2025 at 6:15 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2025 payable in 2026.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2025 payable 2026 at the maximum amount.

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
District Service Center	Pez Davila	In-kind	Unity in Our Community	The donation came in the form of 89lbs of beef.
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brats were donated for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	1,000 brat buns for Unity in Our Community
District Service Center	Pez Davila	In-kind	Unity in Our Community	2,000 bags of chips were donated for Unity in Our Community.
District Service Center	Pez Davila	In-kind	Unity in Our Community	720 cans of sodas for Unity in Our Community
District Service Center	Minnesota Power	\$500	Unity in Our Community	
Districtwide	Head of the Lakes United Way Jaci Christiansen	In-kind		Received 150 backpacks with folders in them ("Stuff the Bus" donation)
East	Northern View Construction	\$5,000	Goes to the cheerleading program for practice wear.	
East	Debbi	In-kind		Percussion equipment valued at

	Rasmussen			\$400
East	Kiwanis of Duluth	\$250	Key Club	Kiwanis Club in Duluth was donating to Key Club. The same amount went to Denfeld and East.
East	Duluth East Girls Swim and Dive Boosters	1,180.00	Duluth East Girls Swim and Dive Team, donation used for the purchase of parkas	
Lakewood	Lakewood PTA	In-kind	For all students at the school	playground equipment
Laura MacArthur	Annette Jubie	In-kind	Misc. School Supplies	Annette called and asked if she could come and drop of misc. school supplies she would like to donate to our school as she knows families can't always afford everything.
Laura MacArthur	Donors Choose	Donors Choose - Letter w/ list of items coming to teacher	Sophia Conley - 2nd Gr teacher @ LMAC	We received the notification of donation for Sophia Conley by email: From: Donors Choose <principals@donorschoose.org> Date: Mon, Aug 18, 2025 at 10:59 AM Subject: Materials are headed to Laura MacArthur Elementary School To: Carrie <carrie.thompson@isd709.org>
Lester Park	Kevin Simich	In-kind	Lester Students	Kevin donated several bags of student supplies. He has done this before and we love it!
Lincoln Park	STACEY ACHTERHOFF	In-kind		FLUTE DONATION FOR BAND. COMES IN A CASE.
Lincoln Park	COMMUNITY MEMBERS IN DULUTH -	In-kind	SCHOOL SUPPLIES	30- FOLDERS, 30- COMPOSITION NOTEBOOKS, 20- SPIRAL

	SUSIE			NOTEBOOKS, 200- MECHANICAL PENCILS, 10- PLASTIC PENCIL CASES
Lincoln Park	Anonymous	In-kind		Wanted to stay anon. 24 boxes Crayola crayons, 2 pack - 10 ball point pens, 2 boxes -12 pencils, 3 pack - 10 pack markers, 2 - 5 count mini erasers
Lincoln Park	Deyona Kirk, Michelle Lebeau, Cathy DeGroot, Cieri DeGroot, Ed DeGroot, Susie Poirer, Joe Pucuski, Henry L. Banks	Deyona Kirk and Michelle Lebeau - 2 microwave ovens, 1 mini refridgerator -- Cathy/Cieri DeGroot & Ed DeGroot - \$50 cash -- Susie Poirer & Joe Pucuski - \$100 cash -- Henry L. Banks - \$50 cash	Lincoln Park Middle School Native American Program (snacks)	Please share thank you letter with all who contributed to this wonderful donation. Thank you!
Myers- Wilkins	Cub Grocery & Pharmacy	In-kind - School supplies were donated		
Piedmont	Hillside United Methodist Church	In-kind - 3 boxes of Backpacks and School Supplies		
Piedmont	Cub Foods	In-kind		12 Backpacks of school supplies, 25 grocery bags of supplies and 3 cases of pencils

HUMAN RESOURCES ACTION ITEMS FOR: SEPTEMBER 16, 2025**CERTIFIED APPOINTMENT**

BEAR, MADELINE K
BLEGEN, JOSEPH A
BOWN, SARAH L
CROSS, KRISTINA E
DELANO, WINCHELL S
GRAHAM, SCOTT W
JASPERSON, BRYAN R
KAZAK, PAIGE R
KELLEY, BRYCE S
MILLAWAY-ROODELL, KIERA E
MOLLOHAN, LEONARDO B
MOLLOHAN, LEONARDO B
MOOERS, BRIAN D
NELSON, ABBEY E
SMITH, AUDRA M
TAYLOR, CALLIE M

POSITION

LTS HEALTH TEACHER/DENFELD, (BA) III, 3, 1.0, HALL M.
INDUSTRIAL TECH/ROBOTICS TEACHER/LINCOLN PARK, (BA) III, 8, 1.0
LTS SCHOOL NURSE/DISTRICT WIDE, (BA) III, 8, 0.8, WOHLWEND A.
ECFE PARENT EDUCATOR/DISTRICT WIDE, (MA) IV, 1, 0.075,
SPED EBD RESOURCE TEACHER/LINCOLN PARK, (MA+30) IV, 3, 1.0,
LTS SPED SOCIAL WORKER/ORDEAN EAST, (MA+45) IV, 9, 1.0, MARTIN J.
SPANISH TEACHER/LINCOLN PARK, (MA+45) IV, 9, 0.3, WEBER-LARINOVA T.
KINDERGARTEN TEACHER/PIDEMONT, (MA+45) IV, 9, 1.0, JOHNSON S.
SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III, 2, 1.0, ARBOUR A.
SPED RESOURCE TEACHER/PIEDMONT, (BA) III, 1, 1.0, CARLAND D.
MEDIA/VISUAL ARTS TEACHER/LINCOLN PARK, (BA) III, 2, 0.5
CTE GRAPHIC ARTS TEACHER/DENFELD, (BA) III, 2, 0.2, MILLER J.
SPED STEPS IV TEACHER/ROCKRIDGE, (BA+15) III, 8, 1.0,
GRADE 5 TEACHER/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, FRANKLIN D.
ENGLISH TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, HEWITT-OROBONA S.
SPED MULTI CATEGORICAL SETTING III TEACHER/LESTER PARK, (MA) IV, 9, 1.0, LEISCHSKE L.

EFFECTIVE DATES

8/26/2025
8/25/2025
8/25/2025
8/26/2025
8/25/2025
8/29/2025
8/27/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025
8/25/2025

CERTIFIED LEAVES

ANDRYS, HEATHER L
KASS, AMY J
LETOURNEAU, CASSIE L
MARTIN, JUSTIN A
PETERSON, RICHELLE R
RUDOLPH, VERONICA L
WOOD, ALISON C

POSITIONS

PRE K TEACHER - LAURA MACARTHUR ES
FMLA MILITARY INTERMITTENT - 9/18, 9/19, 9/22, 9/23
TEACHER SPED SEC SETTING III/IV - EAST HIGH SCHOOL
SPED SOCIAL WORKER - ORDEAN-EAST MS
ELEM READING INTERVENTION - STOWE ES
GRADE K - LAURA MACARTHUR ES
TEACHER SCIENCE BIOLOGY - DENFELD HIGH SCHOOL

EFFECTIVE DATES

8/22/2025 10/3/2025
9/18/2025
8/25/2025 6/5/2026
8/18/2025 9/29/2025
8/12/2025 9/25/2025
8/25/2025
1/20/2026

CERTIFIED RESIGNATION

JOHNSON, SHANE D
THUMS, KRISTIINA M
WEIDT, SALLY J

POSITION

ASSISTANT PRINCIPAL ELEMENTARY - LOWELL ES
MUSIC BAND - ORDEAN-EAST MS
STUDENT ACHIEVEMENT COORD TOSA - MYERS-WILKINS ES

EFFECTIVE DATES

6/13/2025
6/6/2025
7/10/2025

NON-CERT APPOINTMENT

BONDESON, MARY E
CARLSON, BROOKE N
CHAPMAN, NATHAN L
CHRISTENSEN, KATIE L
CHRISTIANSSEN, CALLEY M
COLLETTE, NICHOLE F
DOWELL, KIM P
DUBOIS, JENNIFER R
GARRETT, AURIEL A
HAZEBROEK, ANNA L
HEINZEN, AMANDA J
KEUP, ALIX E
MOLONEY, SHEA M
O'LEARY, LOIS C
PETERSON, TERRY S
POPE, LAVENA J
SUMMERALL, JANET M
URICH, KATHRYN
VAUGHT, BRYNNE K

POSITION

SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$22.49/HR, DEVRIES C.
NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, \$15.68/HR, SATHER L.
COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 52WKS, \$120,000/YR/INDEPENDENT CONTRACT, RUPP J.
OFFICE SUPPORT SPECIALIST SENIOR/LINCOLN PARK, 40/52WKS, \$21.44/HR, BLACK N.
OSS-INTERMEDIATE/LINCOLN PARK, 40/46WKS, \$19.85/HR, HUGHES K.
SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$18.85/HR, GAGE T.
SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$22.49/HR, LOVEJOY T.
NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, \$15.68/HR, FERN J.
FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR,
NUTRITIONAL SERVICE ASSISTANT/PIEDMONT, 22.5/38WKS, \$15.68/HR, ANDREWS L.R,
NUTRITIONAL SERVICE ASSISTANT/EAST, 18.75/38WKS, \$15.68/HR, BLOCK K.
SPED PROGRAM PARA/PIEDMONT, 31.25/38WKS, \$21.07/HR, STEVENS, M
CERTIFIED LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, \$17.83/HR, RUSSELL K.
SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, \$22.14/HR, POTTS M.
CUSTODIAN/EAST, 40/52WKS, \$18.08/HR, MURRAY S.
CUSTODIAN/HOMECROFT,ORDEAN-EAST/40/52WKS, \$18.05/HR, JOHNSON S.
SUPERVISORY PARA/LAURA MACARTHUR, 23/38WKS, \$19.75/HR, KING A.
AMERICAN INDIAN HOME SCHOOL LIASON PARA/DISTRICT WIDE, 40/38WKS, \$22.49/HR,
SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$20.05/HR, JOHNSON G.

EFFECTIVE DATES

08/26/2025
09/03/2025
09/08/2025
08/12/2025
09/08/2025
08/25/2025
08/25/2025
08/26/2025
08/20/2025
09/03/2025
08/26/2025
08/25/2025
08/25/2025
09/02/2025
08/21/2025
08/26/2025
09/03/2025
08/25/2025

NON-CERT LEAVES

THOMPSON, TRACY A

POSITIONS

OSSS - LESTER PARK ES

EFFECTIVE DATES

9/30/2025 11/26/2025

NON-CERT PRESUMED RESIGNED

CORBIN, KANIKISA
LOVSHIN, HANNAH M

POSITIONS

AMERICAN INDIAN HOME SCHOOL LIAISON - ALC
INSTRUCTIONAL PARA - MYERS-WILKINS

EFFECTIVE DATES

8/28/2025
6/6/2025

NON-CERT RESIGNATION

BATTEES, SUSAN L
BOVARD, KAYLEE K
BROWENDER, LAUREN P
CURNOW, LOUISE A
DAVIDSON, REBECCA L
DURFEE, DAWN M
KREAGER, DELANEY M
LARSON, CARI J
LARSON, ELIZABETH J
MITCHELL, SAMUEL N
PODGORNIK, CHERYL R

POSITION

CHILD NUTRITION ASST - DENFELD HS
SPED LPN PROG PARA - EAST HS
SPED PROG PARA SETTING III/IV - LOWELL ES
PRE SCHOOL PROG PARA - MYERS-WILKINS ES
CHECK & CONNECT PARA - ORDEAN-EAST MS
CHILD NUTRITION ASST - LAKEWOOD ES
SPED PROG PARA SETTING III/IV - LOWELL ES
CHILD NUTRITION ASST - EAST HS
SPED PROG PARA - CONGDON PARK ES
SCHOOL CUSTODIAN 1 - EAST HS
SPED BW PARA - LINCOLN PARK MS

EFFECTIVE DATES

6/6/2025
6/6/2025
9/5/2025
6/6/2025
6/6/2025
6/6/2025
9/8/2025
6/6/2025
6/6/2025
8/7/2025
8/29/2025

SCARBROUGH, ALEXIS J
SEYMOUR, CASSANDRA K
SONDAY, DANIELLE E
WHEELER, JESSE D
ZOLTEK, LORI K

SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS
SPED PROG PARA SETTING III/IV - LAURA MAC ES
FACILITIES USE COORDINATOR - DW
NETWORK ARCHITECT ADMIN - DW
CHILD NUTRITION ASST - LAURA MACARTHUR ES

9/1/2025
9/12/2025
9/15/2025
9/5/2025
9/1/2025

NON-CERT RETIREMENT

HUGHLEY, MARY J
JOHNSON, DONALD P
LEE, RANDY J
LUNDORFF, STEPHANIE A
PETERSON, LINDA M
PETERSON, NANCY J

POSITION

SPED PROG PARA SETTING III/IV - CONGDON PARK ES
SCHOOL BUS DRIVER II
SPED PROG PARA SETTING III/IV - DW
SPED PROG PARA - LAURA MACARTHUR ES
SPED CHILD SPECIFIC SETTING III/IV PARA - DENFELD HS
CHILD NUTRITION ASST - ORDEAN-EAST MS

EFFECTIVE DATES

6/6/2025
9/12/2025
10/16/2025
6/6/2025
6/6/2025
6/6/2025

NON-CERT TERMINATION

BLINDAUER, BRETT M

POSITION

SPED PROG PARA SETTING III/IV- LESTER PARK ES

EFFECTIVE DATES

8/22/2025

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 9/1/2025		7/1/24	Proposed 7/1/25
<u>COMMUNITY EDUCATION</u>			
American Indian Facilitator	Hourly	\$14.50	\$14.50
Lifeguard	Hourly	\$14.65	\$14.65
Locker Room Attendant	Hourly	\$14.50	\$14.50
Pool Director	Hourly	\$14.50	\$14.50
Puppeteer	Hourly	\$14.65	\$14.65
School-Aged/Pre-K Worker	Hourly	\$14.50	\$14.50
Site Supervisor Substitute	Hourly	\$14.50	\$14.50
Special Needs Helper	Hourly	\$14.50	\$14.50
Swim Instructor	Hourly	\$15.50	\$15.50
Temporary Building Coordinator	Hourly	\$16.50	\$16.50
Youth Development Programs		\$0.00	\$0.00
Youth Service Facilitator	Hourly	\$16.50	\$16.50
Cross Age Student Helper Playground Leader Gym Supervisor Activity Leader Summer Youth Placement Coordinator	Hourly	\$14.50	\$14.50
<u>FOOD SERVICE</u>			
Cook and Head Cook Substitute	Hourly	\$16.00	\$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	\$16.00	\$15.00
Elementary/Residential Manager Substitute	Hourly	\$16.00	\$16.00
Secondary Manager Substitute	Hourly	\$17.00	\$17.00
Retired Food Service employees	Hourly	Step 3 of Food Svc CBA	Step 3 of Food Svc CBA
<u>MAINTENANCE AND CONSTRUCTION</u>			
Lead Person for Laborers	Hourly	\$15.00	\$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	\$15.00	\$15.00
Summer AV Repair	Hourly	\$15.00	\$15.00
Summer Hourly Substitute	Hourly	\$15.00	\$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
<u>BUILDING OPERATIONS</u>			
Hourly Regular Substitute	Hourly	\$15.00	\$18.05
Substitute for Licensed People	Hourly	\$15.00	\$20.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$15.00	\$18.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>TRANSPORTATION</u>			
Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	\$20.00	\$20.00
Bus Helper	Hourly	\$15.00	\$15.00
Field Trip	Hourly	\$15.00	\$15.00
<u>PRINT SHOP</u>			
Skilled Tradesperson	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Summer Hourly	Hourly	\$15.00	\$15.00
<u>PURCHASING (STOREROOM)</u>			
Hourly Regular Substitute	Hourly	\$15.00	\$15.00
Hourly Student	Hourly	\$15.00	\$15.00
Stock Clerk (Retired Employee)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>CLERICAL/PARAPROFESSIONAL</u>			
Hourly Clerical Substitute	Hourly	\$16.00	\$18.02
Regular Substitute	Hourly	\$16.00	\$21.02
Retired/Layoff Employees	Hourly	Step 1 of Clerical CBA	Step 1 of Clerical CBA
<u>PARAPROFESSIONALS</u>			
Career Center Assistant	Hourly	\$15.00	\$15.00
Career Center Coordinator	Hourly	\$15.00	\$15.00
Child Care Assistant	Hourly	\$15.00	
Community Assistant	Hourly	\$15.00	

Community Liaison	Hourly	\$15.00	
Cultural Assistant (no language skills)	Hourly	\$15.00	
Cultural Assistant (with language skills)	Hourly	\$15.00	
Experience Center Manager	Hourly	\$15.00	
Health Assistant	Hourly	\$15.00	
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Hourly	\$15.00	
Indian Oriented Assistant	Hourly	\$15.00	
Instructional Assistant (Tutor)	Hourly	\$15.00	
Licensed Interpreter for the Deaf	Hourly	\$20.00	
Media Assistant	Hourly	\$15.00	
Mental Health Practitioner Sub	Hourly	\$15.00	
Occupational Therapy Assistant	Hourly	\$15.00	
Physical Therapist Assistant	Hourly	\$15.00	
Special Education Assistant	Hourly	\$15.00	
Special Education Assistant (LPN License Required)	Hourly	\$18.00	\$18.00
Special Education Assistant (RN License Required)	Hourly	\$24.00	\$24.00
Supervisory Assistant	Hourly	\$15.00	
Technical Tutor		\$15.00	
Graphic Artist Cultural Assistant (with language skills) RDT Asian Oriented Evaluation/Testing	Hourly	\$15.00	
Paraprofessional-Gen Ed	Hourly	\$16.00	\$17.00
Paraprofessional	Hourly	\$17.50	\$18.50
MISCELLANEOUS			
Accounting Intern	Hourly	\$15.00	
Assistant Examiner	Hourly	\$15.00	
Cafeteria/Playground Monitor	Hourly	\$15.00	\$15.00
Crossing Guard	Hourly	\$15.00	
Deli Assistant	Hourly	\$15.00	
Deli Operator	Hourly	\$15.00	
Desegregation Assistant	Hourly	\$15.00	
GED Examiner	Hourly	\$21.00	
Headstart Nutritionist	Hourly	\$26.00	
Help Desk Technician	Hourly	\$17.00	
HRA Headstart Resource Aide	Hourly	\$15.00	
Indian Adult Basic Education Assistant	Hourly	\$15.00	
Parental Involvement Coordinator	Hourly	\$15.00	\$15.00
Systems Maintenance Technician	Hourly	\$22.54	
Technology Intern (2 yrs college or above)	Hourly	\$16.00	\$16.00
Technology Student Intern (after 17 months)	Hourly	\$15.00	\$15.00
Technology Student Intern(ISC#709 Student)	Hourly	\$15.00	\$15.00
Work Study	Hourly	\$15.00	\$15.00
SUBSTITUTE TEACHERS			
All Certified Substitutes	Substitute	\$160.00	\$165.00
Certified Retired Substitutes Only	Substitute	\$165.00	\$170.00

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Management Information Systems Assistant	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Coordinator Adult Learning Center - ABE	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Paraprofessional Unit
General Summary of Purpose Of Job: The MISA (Management Information Systems Assistant) Paraprofessional is responsible for the comprehensive management of data within the Minnesota ABE Student Information Database (SID) to meet state and federal Adult Basic Education reporting mandates and ensure optimal fiscal reimbursement and program compliance. This role also encompasses managing student registration and assessment processes, overseeing essential office operations, providing key communication and support functions, and contributing to the overall effectiveness of the Duluth Adult Basic Education program.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage and maintain all ABE student records using the SID (MN ABE Student Information Database), including, data entry, alterations, additions and corrections; Create and maintain the SID structure for all program classes, employees, attendance and reporting. Ensure data accuracy, analyze, assess, and report data for optimal ABE fiscal reimbursement and compliance. Manage all staff and volunteer information in SID; prepare reports, and assist instructional staff with reports as needed. Manage physical program records and assist in the preparation of all required federal, state, and local reports. Develop and maintain efficient data collection processes.
2.	Manage all data related to required student assessments according to state and federal procedures, including monitoring attendance and pre-test level to determine post-test scheduling for each student across all programs; Score assessments, evaluate results to determine the need for further assessment; and coordinate the set up all required assessments with instructor. Maintain current knowledge of state testing requirements and professional development.
3.	Develop and maintain forms and procedures for data collection, including enrollment forms, attendance spreadsheets, testing records, etc.
4.	Prepare accurate and timely quarterly reports, assist with reporting for the Federal Report, and any final annual reporting for SID and for the MN Department of Education, which are critical for program approval and funding.
5.	Provide accurate information and reports about ABE programs to students, agency staff and the public Prepare individual student attendance and progress reports, verify graduations and send transcripts as requested.
6.	Performs a variety of routine clerical, administrative, and customer service duties to ensure the efficient operation of the office. Serves as the first point of contact for all visitors and inquiries, directing guests and monitoring testing rooms, answering phones, and managing the program's email inbox. Responsibilities also include handling all incoming and outgoing mail and deliveries, maintaining organized records by filing and recording information, and serving as the contact for building maintenance issues. Additionally, this role provides basic technical support for office equipment and the phone system and is responsible for opening and closing the office area daily.

7.	Act as a key point of contact for providing information about all ABE programming as well as any/all information on the GED program to all stakeholders. Manage the DAE website content and support community outreach and partner networking efforts.
8.	Assist with staff onboarding and maintain staff files. Contribute to broader program development initiatives.
9.	Performs other duties as requested by supervisor, or to meet new requirements of the MN Dept. of Education/Adult Basic Education office.

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:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum of a two-year certificate from a college of technical program in data management or student/human services, or an Associate's Degree and one (1) year of office management experience , OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge - Strong working knowledge of database systems, especially student databases, and spreadsheets. - Thorough understanding of privacy in education for adults, ROI's, and general office standards of privacy regarding in-person communication, emails, and the phone. - Knowledge of student assessment instruments and protocols. - Working knowledge of Google Workplace/Products as well as Microsoft Suites.. - Understanding of phone system operation, including transfers and messaging Skills - Exceptional accuracy and attention to detail in all work. - Strong oral communication skills with the public, staff, and external agencies, including a memorable and fluid phone presence with correct information, patience, and understanding. - The general use of desktop computers and Microsoft office products for the creation and maintenance of forms and records. - Oral communication with the public, from walk-in applicants to agency staff and state officials Abilities - Create written communication and send relevant correspondence. - Consistently perform professional written correspondence and communication through emails, signage, and any

created documents

- Register and assess students with enrollment processes, obtaining the required information for various reports.
- Gain cooperation in working with other staff to complete student assessments and reporting
- Manage multiple tasks efficiently while maintaining a positive and professional demeanor under pressure.
- Work independently and autonomously.
- Perform basic financial recordkeeping and billing functions.
- Meet scheduled timelines (daily, monthly, quarterly, yearly).
- Maintain confidentiality regarding all student, staff, and program information and records.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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:

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cultural Immersion Program Paraprofessional (Ojibwe Language)	Department: Office of Advancing Equity
Immediate Supervisor's Position Title: Coordinator of Indian Education	FLSA Status Non-Exempt
Pay Grade Assignment: Pay Group B	Bargaining Unit: Paraprofessional Unit
General Summary of Purpose Of Job: The Cultural Immersion Program Paraprofessionals (CIPA) will work within the classroom with the teacher to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe –speaking students within a rigorous one-way or two-way dual language immersion instructional framework. This position is also responsible for collaborating with school personnel, parents and community agencies to provide quality instructional programs and to perform other duties directly related to support the academic and linguistic achievement of native English-speaking and/or native Ojibwe-speaking students.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Works with elementary students individually and in small groups to support learning activities in the Ojibwe Language.
2.	Assists the lead teacher in setting up learning stations and preparing instructional materials in the Ojibwe Language.
3.	Aids in daily classroom management by using the Ojibwe Language for instructions, routines, and expectations.
4.	Maintains accurate classroom attendance and student progress records.
5.	Coordinates transportation for special events. Participates in various training sessions as assigned.
6.	Assists with providing promotional materials of school sponsored events/activities to other school personnel, community organizations and families of current and prospective Ojibwe Language students.
7.	Sets up, operates, and maintain classroom equipment. Makes home visits regarding attendance, health issues, and to obtain approving signatures. Maintains effective relationships with these families.
8.	Participates in required training sessions as assigned.
9.	Works with the lead teacher to develop and implement home learning activities.
10.	Promotes school events and activities to staff, community organizations, and families of current and prospective Ojibwe Language students.
11.	Performs other duties as requested by supervisor.

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:

X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum of an Associate Degree and at least one year of experience working in an early childhood or elementary classroom that facilitates a student-centered learning activities related to Ojibwe Language Immersion, OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

ACTFL (American Council on Teaching of Foreign Languages) Intermediate-high/advanced-low oral proficiency and literacy in the Ojibwe Language is preferred.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Ojibwe language double-vowel writing system
- Cultural and historical aspects of Ojibwe people.
- Cultural and socioeconomic diversity and population issues.
- Early childhood education materials, including learning games for pre-school children.

Skills

- Organizing work load as to get maximum use of time and effectiveness.
- Multi task and priorities work task
- Written and verbal communication skills to make oral presentations.
- Researching resources of outside organizations for the benefit of students and parents.
- The usage of desktop computers and applications software.

Abilities

- Organize workload that provides effective and efficient achievement.
- Make oral presentations that are clear and concise.
- Use desktop computers and applications software.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

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

More than 100 lbs.	√			
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. Work is frequently performed in outdoor weather conditions when traveling between school sites or community agencies. 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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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:

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report

Sept 8, 2025 Committee Meeting

BUDGET SUMMARY

9.5.25

Percent spent

9.5.25

REVENUES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 134,020,612.52	\$ 136,726,403.11		\$ 19,455,751.09		\$ (8,153,718.50)		\$ 125,424,370.52	14%
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00		\$ 112,548.78		\$ -		\$ 6,007,451.22	2%
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00		\$ 697,322.97		\$ (51,279.90)		\$ 3,220,156.93	18%
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00		\$ 358,242.63		\$ (238,093.39)		\$ 8,067,345.76	4%
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89		\$ 234,255.34		\$ -		\$ 1,740,389.55	12%
Building Construction	6	\$ -	\$ -		\$ -		\$ -		\$ -	
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00		\$ 921,061.64		\$ (237,862.44)		\$ 27,174,101.80	3%
Trust Fund	8	\$ 320,000.00	\$ 320,000.00		\$ -		\$ -		\$ 320,000.00	0%
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00		\$ 133,701.03				\$ 826,134.97	14%
Student Acitivity	79	\$ 106,940.00	\$ 106,940.00		\$ 3,980.00		\$ -		\$ 102,960.00	4%
REVENUE	TOTALS:	\$ 186,118,820.00	\$ 186,118,820.00		\$ 21,916,863.48		\$ (8,680,954.23)	\$ -	\$ 172,882,910.75	12%

EXPENSES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 128,594,794.07	\$ 128,494,683.82		\$ 11,426,022.66		\$ 5,412,997.04		\$ 111,655,664.12	13%
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00		\$ 176,052.81		\$ 3,058,419.37		\$ 2,860,991.82	53%
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00		\$ 530,455.22		\$ 528,126.53		\$ 6,805,618.25	13%
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00		\$ 383,363.04		\$ 121,917.07		\$ 7,219,971.89	7%
Operating Capital	5	\$ 5,648,724.89	\$ 5,648,724.89		\$ 2,117,037.17		\$ 613,672.17		\$ 2,918,015.55	48%
Building Construction	6	\$ -	\$ -		\$ 752,816.44		\$ 1,147,915.79		\$ (1,900,732.23)	
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00		\$ 1,356,834.57		\$ -		\$ 26,037,685.43	5%
Trust Fund	8	\$ 270,842.00	\$ 270,842.00		\$ -		\$ -		\$ 270,842.00	0%
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00		\$ 118,517.08		\$ -		\$ 907,030.92	12%
Student Acitivity	79	\$ 86,750.00	\$ 86,750.00		\$ 24,265.59		\$ 8,456.01		\$ 54,028.40	38%
EXPENSE	TOTALS	\$ 184,706,094.96	\$ 184,605,984.71		\$ 16,885,364.58		\$ 10,891,503.98	\$ -	\$ 156,829,116.15	15%

Extra Curricular Fund 01 Prog 298
Revenue \$ 6,181.75
Expense \$ 18,906.31

**Fundraisers Reported
August 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
Denfeld	Denfeld Guidance & Theatre Departments	\$1,000.00	Selling Bubblr water before & after school throughout the year. Students from the Drama Dept. sell the water
Denfeld	Cheerleading	\$200.00	Selling pizza
East	Girls' soccer	\$8,000.00	Kwik Trip car wash cards
East	Greyhound Kitchen Career and Technical Student Organization	\$2,500.00	Food sales and catering
East	Cheerleading	\$5,000.00	Leading Edge Coupon Books
East	Cheerleading	\$1,300.00	Duluth Coffee Company
East	Boys Basketball (East High School)	\$5,000.00	Leading Edge - Hour a Thon (Receiving Donations)
East	East Volleyball Extra-Curricular/Athletics	\$8,000.00	Hour-A-Thon Phone Donations
East	Duluth East Choirs	\$400.00	Duluth Coffee Company Fundraiser
Homecroft	Student Activity	\$24,000.00	Booster Fun Run
Lakewood	5th Grade Students at Lakewood	\$2,600.00	Wolf Ridge Calendar Sales
Laura MacArthur	School-wide, student government	\$975.00	Mcteachers Night 10%of sales for 3 hours
Stowe	Continuous Wolf Ridge fund - 5th graders lead, school wide purchase	\$600.00	Beef sticks



8.5.25

Cathy Holman, Purchasing Coordinator
ISD 709 Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy Holman,

We are submitting the following price quote to you for the 2025-2026 school year. Our Grade A products meet all local, State and Federal requirements for the lunch program. All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

July 2025 Pricing

Item Description	Item #	Packaging Description	Price
1% Milk	26890	Eco Half-Pint	\$0.372
Skim Milk	26891	Eco Half-Pint	\$0.358
Chocolate Skim Milk	65492	Eco Half-Pint	\$0.369
Lactose Free 1% Milk	26935	Eco Half-Pint	\$0.590
Lactose Free Choc 1% Milk	26946	Eco Half-Pint	\$0.590

Kelly Durick Eder, Board Chair



July 2025 Escalator Clause

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

Class I Skim	9.66	CWT
Class I Butterfat	2.7142	LB

If the Class I Skim price per hundredweight is increased or decreased, for each \$0.10 per hundredweight increase or decrease, the quotation on:

Half-Pint Fluid Milk	\$0.00054	Per Half-Pint
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If the Class 1 Butterfat price per pound is increased or decreased, for each \$0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	\$0.00017750	Per Half-Pint
2% Milk	\$0.00010750	Per Half-Pint
1% Milk	\$0.00005375	Per Half-Pint
Skim Milk	\$0.00001000	Per Half-Pint



Kemps General Information

Address: Kemps LLC / 420 West Broadway Avenue, Minneapolis, MN 55411

Key Bid Contact: Kyle Punton, General Manager / Kyle.Punton@Kemps.com / 612-723-5596

Sales Rep Contact: Mike Hill / Mike.Hill3@Kemps.com / 320-471-8829

Payment Terms: Payment is due 14 days after the invoice date.

Insurance: Kemps will provide a copy of insurance upon request.

Bid Bonds: Kemps has been operating since 1914. We do not participate in bid bonds.

Return Milk Policy: Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration, or any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery.

Please be cognizant of our next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk.

Renewed Bids: At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etcetera. Additionally, all prices follow the monthly escalator clause.

Delivery Schedule: We can typically deliver between 6AM and 2:30PM and will try to accommodate the school's needs; however, we cannot guarantee a delivery schedule at this time.

Sustainability: At Kemps, we are passionate about delivering dairy to our neighbors down the road and around the world. For us, this goes beyond getting products to grocery store shelves. It starts with taking care of our planet, our land, our communities, our family farm-owners, and our employees.

We believe dairy plays a key role in solving our climate change crisis, and we are constantly striving to find more ways to reduce our greenhouse gas emissions, invest in innovation to make our business more sustainable, and engage in the communities where we live and work. We are determined to do our part to produce dairy responsibly, ethically, and sustainably and are continually searching for new, innovative ways to conserve resources, reduce waste, and work efficiently across farms, in plans, and on the road. Because of our commitment to the environment, Kemps has a 30-case minimum per delivery. If the delivery requirements are not met, we may contact you to create a solution. Thank you for your partnership with Kemps to reduce waste.



School Calendar Dates

If your district has the same dates for all schools, please fill in the table below.

First Day of School	September 2, 2025
Thanksgiving Break	November 27, 28, 2025
Christmas Break	December 24 - January 2, 2026
Spring Break	Feb 18-20, 2026 & March 30 - April 3, 2026
Summer School	☐ No ☒ Yes Dates: unknown at this time

If the schools in your district have a variety of dates, please fill in the tables below.

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐ No ☐ Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐ No ☐ Yes Dates:

School Name(s)	
First Day of School	
Thanksgiving Break	
Christmas Break	
Spring Break	
Summer School	☐ No ☐ Yes Dates:

[illegible]

School	Manager	Phone	Extension	Email
Congdon Park Elementary	Michelle Palmer	218-336-8825	1830	Michelle.palmer@isd709.org
Denfeld High	Kerri Shea	218-336-8830	2035	Kerri.shea@isd709.org
East High	Summer Emison	218-728-7426	2149	Summer.emison@isd709.org
Homecroft Elementary	Jodi Puff	218-336-8865	2551	Jodi.puff@isd709.org
Lakewood Elementary	Lily Flatt	218-336-8870	2619	Lily.flatt@isd709.org
Laura MacArthur Elementary	Georgia VanAllen	218-336-8900	3114	Georgia.vanallen@isd709.org
Lester Park Elementary	Angie Beyer	218-336-8875	2664	Angie.beyer@isd709.org
Lincoln Park Middle	Susan Geissler	218-336-8880	3339	Susan.geissler@isd709.org
Lowell Elementary	Amie Clingman	218-336-8895	2973	Amie.clingman@isd709.org
Myers Wilkins	Roberta Taran	218-336-8860	2444	Roberta.taran@isd709.org
Ordean East Middle	Deb McKowski	218-336-8940	4158	Deb.mckowski@isd709.org
Piedmont Elementary	Maria Karon	218-336-8950	2738	Maria.karon@isd709.org
Stowe Elementary	Julie Cullen	218-336-8965	3922	Julie.cullen@isd709.org
Rockridge	Carrie Miller	218-336-8707	2115	Carrie.miller@isd709.org

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

2025-2026

Environmental, Health and Safety Management Services

for

Independent School District #709 Duluth Public Schools

AUGUST 5, 2025

PROPOSAL PROVIDED TO:

Bryan Brown
Facilities Manager
Independent School District #709
713 Portia Johnson Drive
Duluth, MN 55811
Phone: (218) 336-8907
E-mail: Bryan.Brown@isd709.org

PROPOSAL CONTACT:

Grant Chapa
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 302-3787
E-mail: Grant.Chapa@ieasafety.com

PROJECT INTRODUCTION

The Institute for Environmental Assessment, Inc. (IEA) is pleased to offer this proposal to provide a knowledgeable support team to meet your Environmental, Health and Safety (EH&S) compliance needs in conjunction with the Northeast Service Cooperative (NESC). IEA will assist the District in the implementation of safety programs, identification of health and safety related hazards and overall consulting based on the District's needs.

SCOPE OF WORK

EH&S Management

IEA will provide EH&S management services to assist in compliance with: Occupational Safety and Health Administration (OSHA), Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), National and Minnesota State Fire Code and other federal, state, and local regulations. Please see Appendix A for a list of possible related tasks.

Program Review

IEA will review identified health and safety programs for compliance with applicable regulations. This program review will be documented as the annual program review which is required or recommended for most of the District's written programs. A final report will be developed, including details on each program, as well as recommendations and/or plans for bringing programs into compliance. Annual compliance tasks will be identified prior to the start of each fiscal year and communicated to the District via a scheduling letter.

Trainings

IEA will be utilizing online safety training for some groups. The platform used is called *Learnworlds* and allows IEA to customize online videos and other training materials to be used for training your staff. IEA offers the following trainings to your staff members:

- Annual health and safety training for teaching, administrative, and support staff
- Annual health and safety training for food service staff
- Annual health and safety training for art department staff
- Annual health and safety training for industrial arts department staff
- Annual health and safety training for science department staff
- AHERA Designated Person training (completed by your District's Designated Person)
- Hazardous materials training (required to be completed by certain positions every three years)
- Temporary worker safety training (for summer workers that may be hired for painting, grounds work, etc.)
- Automotive lift safety training (required to be completed annually by users)
- Asbestos 2-hour initial awareness training (required to be completed by all new maintenance or custodial staff)

Annual training links can be prepared and distributed to District representatives. Other training courses listed above will be distributed to staff members as they are necessary. Maintenance, custodial and transportation staff sessions will remain completed in-person.

LIMITATIONS & ASSUMPTIONS

IEA will remain flexible to accommodate the District's needs; however, any project work outside of this scope of work or sampling, equipment fees or additional contractors will be provided in a project-specific scope of work with an associated fee.

The District is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and internet connection) as required to perform services under this contract.

When electronic documents are submitted to the District, IEA is not responsible for changes made after the date of submittal.

Documents provided by IEA are developed for your exclusive use and are not intended to be shared, distributed, or sold to any other party. While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Contract hours may be spent working at IEA's office for access to resources or references necessary to complete a task.

IEA will assist the District in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Independent School District #709.

COMPENSATION

The EH&S services are billed on a time and materials basis. Reference IEA's Comprehensive Fee Schedule in Appendix B for fees associated with the Environmental, Health and Safety Management Services for 2025. IEA will stay within the District's requested budget of **\$95,000** per year.

Fees are billed to the District through the Northeast Service Cooperative monthly. Pricing is based on the discounted rates established through the Environmental, Health & Safety contract between NESC and IEA, Inc.

An annual fee of **\$450** will be charged to maintain current customized online training and to have access available for District staff to complete the listed training when necessary.

SCHEDULE

IEA's services may commence on September 8, 2025, upon receipt of a signed master services agreement. IEA will schedule work through the Facilities Director.

This contract is valid September 8, 2025, through June 30, 2026.

2025-2026 Environmental, Health and Safety Management Services

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health and Safety Management Services. Please sign this authorization to proceed and send to Grant Chapa at Grant.Chapa@ieasafety.com. Retain the original for your records.

IEA, Inc.



Grant Chapa
Virginia & Brainerd Regional Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal dated August 5, 2025.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number

Appendix A

Possible Task List

A Workplace Accident & Injury Reduction Program (AWAIR)

- Develop and implement a written management plan for workplace accident and injury reduction.
- Develop and implement a written plan for OSHA-mandated safety committees.
- Conduct safety committee meetings at least quarterly to identify and eliminate workplace safety hazards. Develop and document methods used to identify, analyze and control new or existing hazards.
- Identify and document methods of how the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls.
- Develop and document procedures for investigation of workplace accidents and corrective actions.

Air Permitting

- Conduct assessment and perform calculations to identify equipment and processes that require an air discharge permit.
- Develop and implement a written management plan for air permitting, if applicable.
- Complete monthly and annual reports and submit to the Minnesota Pollution Control Agency.
- Maintain all air permitting records.

Americans with Disabilities Act (ADA)

- Conduct an assessment of facilities to determine compliance with ADA.
- Recommend and coordinate projects to address identified ADA issues.

Asbestos

- Complete six-month periodic inspections.
- Conduct asbestos awareness training as needed.
- Maintain all records.
- Maintain/implement written management plan.

Bleacher Safety

- Develop and implement a written bleacher safety plan.

Bloodborne Pathogens Standard-Exposure Control Plan

- Develop and implement a written Bloodborne Pathogens-Exposure Control Plan encompassing OSHA Standard 29 CFR 1910.1030.
- Survey the facility to identify job categories in which employees may be at risk for exposure (Exposure Control Plan exposure determination). [Document this process.](#)
- Train affected employees on proper specific and universal precaution methods and techniques.
- Develop post exposure procedures.
- Evaluate engineering controls and document on an annual basis.

Community Right to Know

- Develop and implement a written Community Right to Know plan.
- Compile an inventory of products and develop product file.
- Complete annual Tier Two report and submit to Minnesota Emergency Response Commission and local fire department(s).

Compressed Gas

- Develop and implement a written management plan for compressed gases.
- Conduct inventory and evaluation of compressed gases.
- Conduct annual audit of inventory, postings/warning labels, and documentation.
- Conduct annual training as needed for applicable employees in compressed gas handling and use, respiratory protection, and emergency response procedures.

Confined Space

- Develop and implement a written management plan for confined space procedures.
- Conduct a workplace inventory and determine whether confined spaces are permit-required or non-permit required. Develop, distribute and post entry/exit permit requirements.
- Conduct annual review of program compliance, audit entry/exit procedural compliance, review permit use history and documentation, and provide initial and annual refresher training.

Electrical Safety

- Develop and implement a written management plan for electrical safety.
- Conduct annual training for affected employees.

Emergency Action Plan

- Review Emergency Action Plan and provide suggestions for plan development.
- Conduct training for staff on crisis management, troubled persons/staff recognition, and violence prevention.
- Coordinate response action with local agencies.
- Develop quick reference emergency procedures flip chart for employees.

Employee Right to Know (ERK)

- Develop and implement a written management plan.
- Provide annual training for applicable employees.
- Maintain training records.

Ergonomics

- Develop and implement a written management plan for ergonomics.
- Conduct an assessment of employees (office, custodial, etc.).
- Coordinate abatement of identified ergonomic issues.

Fall Protection

- Develop and implement written management plan.
- Conduct an assessment of facilities.

Fire Protection / Fire Prevention

- Develop and implement a written management plan for fire protection/prevention.
- Conduct an assessment of facilities.
- Conduct annual review/update of written plan.

First Aid/CPR

- Develop and implement a written management plan for first aid/CPR.
- Survey the facility for first aid/CPR needs.

Forklift Safety

- Develop a written plan if applicable.
- Provide required training
- Assist with inventory, inspection, and carbon monoxide monitoring.

Hoist / Lift / Crane Safety

- Develop a written plan if applicable.
- Inventory of hoists
- Assist with inspection and supporting documentation
- Provide training
- Assist with required recordkeeping

Hazardous Waste

- Develop and implement a written management plan for hazardous waste. These are defined as wastes that are toxic, combustible, corrosive, or reactive.
- Identify facility hazardous waste streams by functional areas and by waste stream types.
- Examine the potential for generating hazardous waste products each facility.
- Implement proper waste disposal procedures. Complete waste disposal manifests.
- Acquire an EPA generator number and MPCA annual permit for each building that generates hazardous waste.
- Provide training to affected employees. Conduct annual training if applicable according to VSQG or SQG criteria.
- Complete annual hazardous waste report for MPCA or local County government

Hearing Conservation

- Develop and implement a written management plan for hearing conservation.
- Assess all facilities and employees for occupational noise exposure.
- Coordinate annual hearing tests for affected employees.
- Recommend noise abatement or administrative controls to reduce or eliminate employee exposure and coordinate the distribution of hearing protection devices.
- Conduct noise dosimeter testing.
- Conduct employee training and annual review/update of training records.

Indoor Air Quality (IAQ)

- Develop, implement and maintain an IAQ management plan and building walk through.
- Provide training to employees in indoor air quality.
- Maintain appropriate IAQ records.
- Coordinate IAQ investigations.

Infectious Waste

- Develop and implement a written management plan for infectious waste, if any. NOTE: Blood or other potentially infectious materials are covered under the Bloodborne Pathogens Standard.
- Identify sources of infectious waste in each facility.
- Review current infectious waste handling procedures.
- Evaluate current infectious waste recordkeeping forms and procedures (including archiving).
- Provide annual training to affected employees.

Integrated Pest Management (IPM)

- Develop and implement a written management plan for integrated pest management.
- Prepare required notifications to the community.
- Coordinate with pest control companies to ensure proper pest management.

Lead Contamination Control Act

- Develop and implement a written management plan for lead contamination control.
- Report testing results and provide recommendations for areas with excess lead levels present.

Lockout/Tagout

- Develop and implement a written management plan for lockout/tagout.
- Assist with purchasing of appropriate locks and tags.
- Provide training for affected personnel.
- Conduct annual audit of compliance with lockout/tagout plan procedures.

OSHA Inspections

- Conduct mock OSHA and other regulatory agency inspections.
- Participate in OSHA review of facility and provide management activity for programs.

OSHA Recordkeeping

- Develop and implement a written management plan for OSHA recordkeeping.
- Assist with completion of OSHA 300 Log.
- Review and investigate accidents, develop trend information, and recommend procedures and policies to reduce occurrences.
- Assist with the management of the Workers' Compensation Program.

Personal Protective Equipment (PPE)

- Develop and implement a written management plan.
- Conduct assessment of facilities to determine equipment needs.
- Provide training to employees on the proper care and usage of personal protective equipment.

Playground Safety

- Develop and implement a written management plan for each playground.

- Conduct periodic site reviews, inspections and management plan updates.

Process Safety Management

- Develop and implement a written process safety management plan.
- Provide employee training as required.
- Conduct periodic review/update of written plan.

Radon

- Develop and implement a written management plan for radon.
- Provide recommendations for abatement for areas with excess radon levels present.

Respiratory Protection Program

- Develop and implement a written management plan for respiratory protection.
- Conduct workplace evaluation to determine respiratory protection needs.
- Provide annual respiratory protection program training to applicable employees.
- Coordinate annual medical exams, conduct and document annual fit test and records update.

Underground Storage Tanks (USTs) / Aboveground Storage Tanks (ASTs)

- Develop and implement a written management plan for underground and aboveground storage tanks.
- Complete an inventory of tanks including age, size, type, contents, spill protection, overfill devices, corrosion protection or leak detection systems.
- Develop and coordinate tank removal prioritization for under-equipped or leaking tanks.

Welding, Cutting or Brazing

- Develop a written plan.
- Provide training and assist with required recordkeeping.

Appendix B

Comprehensive Fee Schedule



Professional Fee Schedule Effective January 1, 2025

IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.
- Travel expenses, include airfare, lodging, transportation, and meals, will be billed with a 20% mark-up.

IEA's services will be billed at the following rates per hour:

Project Management	Rate
▪ Division/Regional Manager	\$165.00
▪ Senior Project/Account Manager	\$146.00
▪ Account Manager	\$141.00
▪ Project Manager	\$141.00
▪ Administrative Support	\$95.00

Professional/Technical Staff	
▪ Sr. Certified Industrial Hygienist	\$185.00
▪ Certified Industrial Hygienist	\$175.00
▪ Certified Safety Professional	\$160.00
▪ Sr. Professional Engineer	\$185.00
▪ Professional Engineer	\$165.00
▪ Commissioning Agent	\$135.00
▪ Senior Environmental Technician	\$118.00
▪ Engineering Technician	\$115.00
▪ Environmental Technician	\$115.00

Emergency services and rates for services after hours, weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.



Asbestos, Lead & IAQ Laboratory Fees

Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	\$52 each	\$36.5 each	\$26 each	\$24 each	\$21 each
200 or more	Call for pricing				

*Rush pricing is cost plus \$80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples (\$60 min. includes 2 samples)	\$22 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	\$150/Sample	\$180/Sample	\$300.00/Sample	\$190/Sample

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
\$52	\$25

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	\$83	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	\$26	\$56

Lead in Water Samples

	24 Hours or Greater
All Samples	\$28

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	\$125	\$134	\$260

Radon

Sample Type	Cost
Short-Term (1-99)	\$16
Short-Term (100 and up)	\$14
Continuous Radon Monitor	\$250 <i>per sampling event</i>
Long-Term	Call for pricing

PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
\$120	\$169	\$197	\$235

Indoor Air Quality

Laboratory Analysis (Per Sample)*

▪ Air-O-Cell 24-hour turnaround.....	\$56
▪ BioReveal Surface Swab	\$13
▪ Bioaerosols (Fungi)	\$68.5
▪ Bulk fungal analysis (dilution method).....	\$104
▪ Microvac bulk dust fungal analysis (dilution method)	\$104
▪ Microvac bulk dust fungal analysis (direct read method)	\$56
▪ Dust Characterization.....	\$77
▪ Formaldehyde**	\$125
▪ Hexavalent Chromium.....	\$100
▪ Legionella	\$130
▪ Particulate (nuisance dust, total & respirable).....	\$39
▪ Rodac fungal contact (range \$44-64)	\$72
▪ Silica.....	Call for pricing
▪ Tease Tape sample analysis.....	\$56
▪ Total Volatile Organic Compounds (TVOC) (3M 3500).....	\$73
▪ Volatile Organic Compounds (VOC) (range \$100-258).....	\$282
▪ VOC Scan (GC/MS – Qualitative, 70 compounds)	\$342
▪ VOC Scan (GC/MS – Quantitative, up to 15 compounds).....	\$342
▪ Welding Fume Scan (13 Metals).....	\$203

NOTE: Delivery costs are billed on a direct basis

* Analysis for other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

▪ Air Flow Meter & Micromanometer.....	\$55
▪ Airborne Particulate Counter	\$80
▪ Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols).....	\$60
▪ B&K Sound Level Meter	\$130
▪ Balometer.....	\$55
▪ Dosimeter	\$30
▪ Four Gas Meter	\$55
▪ Hygrometer	\$30
▪ Infrared Camera	\$80
▪ Ion Counter.....	\$55
▪ Personal Air Sampling Pumps.....	\$55
▪ Moisture Meter	\$30
▪ Niton XRF-XLp (Paint)	\$260
▪ Noise Dosimeter Calibrator	\$15
▪ Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.).....	\$30

▪ Personal Air Sampling Pumps.....	\$55
▪ Photo Ionization Detector (PID)	\$30
▪ Pressure Differential Meter.....	\$55
▪ TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity)	\$55
▪ Projector.....	\$40

Expenditure Contracts Signed August 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
Lutheran Social Service of Minnesota	\$300.00/volunteer	Superintendent's Office (DU)	Foster Grandparent Program MOU effective 7/1/25 – 6/30/28. Site will provide a meal each day, if available, at the normal adult meal rate of \$5.05/lunch and an annual contribution of \$300.00 per volunteer
Class Intercom	\$7,076.00*	Communications Office (DU)	Platform for archiving social media (per data request requirements) and posting to social media
Duluth Entertainment Convention Center	\$2,400.00*	Communications Office (DR)	Rental of Bayfront Festival Park for Unity in Our Community
Zero Abuse Project	\$3,000.00*	TLE Dept. (DR)	Professional Development Training – Alison Feigh keynote speaker
Zero Abuse Project	\$5,200.00*	TLE Dept. (DR)	Professional Development Training
National Audio Visual Company	\$2,500.00*	TLE Dept. (DR)	National Audio Visual Company will provide a range of audio and visual services for Professional Development Dates in FY26
Dr. David Edmund	\$200.00*	TLE Dept. (DR)	Presentation on Music Education during 8/25/25 PD day at Denfeld HS
Dr. Daniel Ninham	\$1,500.00*	TLE Dept. (DR)	Presentation on Indigenous Games during 8/25/25 PD day at Denfeld HS

Lake Superior College	\$3,000.00/course/teacher	TLE Dept. (DU)	PSEO College in the Schools program for school year 2025-26
Audit Labs	\$18,000.00*	Technology (DU)	Audit Labs will provide remote IT security leadership. Objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools
First Witness Child Advocacy Center	\$5,000.00*	Mental Health, SEB, MTSS Coordinator	First Witness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children to Duluth Public School elementary, ECFE sites upon request

**LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between Lutheran Social Service of Minnesota Foster Grandparent Program, sponsored by Lutheran Social Service of Minnesota, and the following agency and/or entity (the "Volunteer Station").

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota
1605 Eustis Street, Suite 406
St. Paul, MN 55108

Telephone: 888-205-3770
651-310-9449 FAX

Program Coordinator: Christina Bartos
Direct Phone: 218.290.0186
e-mail: christina.bartos@lssmn.org

AND VOLUNTEER STATION: # _____

Independent School District #709
215 North 1st Ave East, #215
Duluth MN 55802

Telephone: 218-336-8752

Station Director: John Magas, Superintendent
e-mail: superintendent@isd709.org

- I. Lutheran Social Service of Minnesota Foster Grandparent Program (LSS FGP) will place up to (16) Foster Grandparent(s) to serve special and exceptional needs children at the above named volunteer station.
- II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:
- A. Provide a meal each day, if available, at the normal adult meal rate, currently **\$5.05/lunch**.
- B. Provide an annual contribution of **\$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits.
- III. The volunteer station self-certifies that it is one of the following:
- ☐ Public Non-Profit ☐ Private Non-Profit ☐ Proprietary Health Care Agency ☐ Governmental Agency
- IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.
- V. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and following pages of this memorandum.

SPONSOR SIGNATURE:

Lutheran Social Service of Minnesota
Foster Grandparent Program

By: CScherer
Carolyn Scherer, Director

Date: 9/2/25

VOLUNTEER STATION SIGNATURE:

Independent School District 709

By: John Magas
(Authorized Signature)

Title: Superintendent

Date: 9/3/25

Agreement Dates Effective: July 1, 2025 to June 30, 2028

PARTNERSHIP AGREEMENT (continued)

BASIC PROVISIONS AND OBLIGATIONS

Lutheran Social Service will:

1. Provide the Volunteer Station with a Volunteer Station Site Manual.
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FGP program in accordance with the requirements established for a National Service Criminal History Check by AmeriCorp and Lutheran Social Service of Minnesota.
4. Refer FGP volunteers to the Station. Permit and encourage the Volunteer Station to screen FGP volunteers pursuant to established criteria of Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for FGP volunteers.
6. Instruct FGP volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
7. Provide identification badges for volunteers.
8. Refer any potential FGP volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
9. Specify appropriate activities to be performed by the FGP volunteers in partnership with the Volunteer Station.
10. Coordinate with the volunteer station to see that volunteers meet at least bi-monthly with station or LSS staff for in-service training.
11. Arrange for appropriate FGP recognition.
12. Initiate publicity regarding the FGP Program.
13. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
14. Address any grievances following the Grievance Procedure as outlined in the Volunteer Station Site Manual and Volunteer Handbook.
15. Reimburse FGP volunteers for transportation costs between their home and volunteer station in accordance with LSS FGP policies and availability of funds.
16. Discuss with the Volunteer Station regarding providing meals and/or snacks, whenever possible, for volunteers on assignment.
17. Retain full responsibility for the management and fiscal control of the project.
18. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

The Volunteer Station will:

1. In partnership with LSS FGP staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteer in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, LSS FGP staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. In coordination with LSS FGP staff, provide volunteers assignments which utilize their skills and training.
4. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
5. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
6. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
7. Furnish volunteers with materials required for assignment. These materials may include station uniform and/or photo I.D.
8. Assure adequate health and safety provisions for volunteers.

9. Investigate and report any accidents and injuries involving LSS FGP volunteers immediately to LSS FGP staff. All reports shall be submitted in writing within 24 hours.
10. Specify, either by written information or verbally, that LSS FGP volunteers are participants in the Volunteer Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
11. **Reports:** The Station Representative shall:
 12. Timesheets: Approve a timesheet for each FGP volunteer on a monthly basis by the 2nd of the following month.
 13. Surveys: Volunteer Stations are requested to complete a short annual survey provided by LSS FGP documenting the impact of services provided by volunteers.
 14. Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.
 15. In-Kind Documentation: Provide documentation of in-kind contribution(s) (meals, uniforms, transportation, mileage reimbursement, training expenses,) and verification to help the LSS FGP meet its federal regulation of a 10% local match. Since the value of these in-kind contributions will be counted as a part of the non-federal contribution to the AmeriCorps Seniors grant, the Volunteer Station will ensure that the contributions provided and reported to the LSS FGP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

Other Provisions

1. **Separation from Volunteer Service:** The Volunteer Station may request the removal of an FGP volunteer at any time. An FGP volunteer may withdraw from service at the Volunteer Station or from the LSS FGP at any time. The LSS FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities:** The Volunteer Station will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.
3. **Displacement of Employees:** Ensure that FGP volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with clients.
4. **Compensation:** Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.
5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. Comply with AmeriCorps regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program.
7. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.
8. **Signatures.** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FGP Station.

Memorandum of Understanding – Addendum

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary
3116 East Superior Street
Duluth, MN 55812

Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Lakewood Elementary
5207 North Tischer Road
Duluth, MN 55804

Laura MacArthur Elementary
720 North Central Ave
Duluth, MN 55807

Lester Park Elementary
5300 Glenwood Ave
Duluth, MN 55804

Lowell Elementary
2000 Rice Lake Road
Duluth, MN 55811

Myers-Wilkins Elementary
1027 North 8th Ave East
Duluth, MN 55805

Piedmont Elementary
1827 Chambersburg Ave
Duluth, MN 55811

Stowe Elementary
715 101st Ave West
Duluth, MN 55808



Issued

August 11, 2025

Expires

October 10, 2025

Class Intercom

Kyle Kardell
kyle@classintercom.com

Prepared for
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Simone Zunich
Executive Director of Business Services
simone.zunich@isd709.org

Adelle Wellens
Communications Officer
adelle.wellens@isd709.org

This proposal is presented to Duluth Public Schools for usage of the Class Intercom social media management platform for its district/school(s). This proposal encompasses:

- Unlimited users and system roles
- One moderated connection to Facebook, X, Instagram, LinkedIn, Threads, and Nextdoor per licensed brand
- Access to Class Intercom's content library resources
- One live training session with access to on-demand training resources
- Access to live chat, email, and phone support

Class Intercom Software

CI Software		License Price	Qty	Price
Class Intercom Platform	Includes one brand with unlimited users and six different social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)	\$1,495.00 / year	1	\$1,196.00 / year after 20% discount for 1 year
Additional CI Brands	Each additional Class Intercom brand includes unlimited users and six dif-	\$350.00 / year	21	\$5,880.00 / year after 20% discount for 1 year

CI Software	License Price	Qty	Price
ferent social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)			
Total			\$7,076.00

Comments

Please let me know if you need any adjustments.

Terms and Conditions

By accepting and signing this quote, Duluth Public Schools agrees to all [Class Intercom usage terms and conditions](#). Class Intercom services are invoiced on annual terms. An automatic renewal will be issued at the end of the term unless a cancelation notification is provided by Duluth Public Schools within 30 days of renewal. An invoice will be sent upon agreement execution with payment terms of net 30.

Quote Acceptance

The signer's identity must be verified before this quote can be signed. Find your profile below to request a verification email.

Simone Zunich
simone.zunich@isd709.org

Simone Zunich

Title	Duluth Public Schools 22 Brands
File name	redir
Document ID	5ed412ddb0f91b953b1f3771d5dd5d8956a07c32
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

Document History



SENT

08 / 21 / 2025

15:46:47 UTC

Sent for signature to Simone Zunich
(simone.zunich@isd709.org) from esign@hubspot.com
IP: 54.174.52.20



VIEWED

08 / 21 / 2025

15:47:27 UTC

Viewed by Simone Zunich (simone.zunich@isd709.org)
IP: 47.41.114.78



SIGNED

08 / 21 / 2025

15:48:02 UTC

Signed by Simone Zunich (simone.zunich@isd709.org)
IP: 47.41.114.78



COMPLETED

08 / 21 / 2025

15:48:02 UTC

The document has been completed.



**Duluth Entertainment
Convention Center**

**BAYFRONT FESTIVAL PARK
RENTAL AGREEMENT**

Prepared by Park Management Company - Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: Independent School District # 709
(hereinafter referred to as the "Permittee")

Address: 709 Portia Johnson Drive, Duluth, Minnesota, 55811

Telephone: 218-336-8735

Email: adelle.wellens@isd709.org

Contact Name: Adelle Wellens

Name of Event: ISD709 Unity in Our Community

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: 08/18/25 (Monday)

Event Day: 08/18/25 (Monday)

Move Out Day: 08/18/25 (Monday)

Park Hours: 6:00AM - 12:00AM
Move-In/Move-Out Hours: 8:00AM - 5:00PM
Event Time: 4:00PM - 7:00PM

Entire Bayfront Festival Park to Include:

Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

Refundable Deposit for Bayfront Rental	\$2,500.00
Bayfront Festival Park Stage Rental	\$650.00
Bayfront Festival Park Rental	\$1,750.00

Total fees due with signed contract: \$2,400.00 - payable to DECC

All fees must be submitted to DECC 10 days from the receipt of this contract.

Plus the Following Permits or Actions being taken by Permittee:

- Caterers License provided to DECC for any alcohol sales or distribution at park
- Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)
- Proper Garbage Service, Containers and Clean Up plan in place (#3)
- Proper number of Portable Toilets for size of group (#4)
- Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)
- Proof of event insurance provided to DECC prior to event day (#'s 13-17)

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Sublettee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

TICKETING

- ~~2. All ticketed events that utilize Bayfront Festival Park are subject to a \$2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the \$2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

MAINTENANCE AND OPERATION

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.
4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.
6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Sublettees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.
8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.
9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.
10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.
12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

14. PERMITTEE shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.
16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.
17. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.
18. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.
22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Police Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKER'S COMPENSATION

24. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront

Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

28. 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, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. 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 its terms and conditions.

AMENDMENTS

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

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

COPYRIGHT

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
36. The waiver by the CITY or PERMITTEE 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.

Dated this 12th day of August 2025

DULUTH ENTERTAINMENT CONVENTION CENTER

By:

Executive Director

Duluth Entertainment Convention Center (DECC)

Anthony Bank

By:

Permittee Signature

Assistant Superintendent

Permittee Title

8/13/25

Date



PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	Tuesday, August 26, 2025, 2:00-3:15pm CDT (60 mins within that time block) - Keynote
Presenter	Alison Feigh
Presentation/Training Fee	\$3000.00 plus mileage and lodging
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org , 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44 th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.
2. Submit material for handouts not less than one week prior to the presentation.
3. Provide a laptop for the presentation.
4. Adhere to invoicing conference organizer within 30 days of speaking event.
5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:
 - a. The U.S. Centers for Disease Control and Prevention;
 - b. The governor of any state through which the presenter is travelling;
 - c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
 - a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
 - b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
 - c. **If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.**
 - d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org) for questions regarding invoicing.
2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
 - a. Federal per diem rate of the event location (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals including presentation days and up to 2 travel days (receipts not required).
 - b. Miscellaneous expenses such as parking and tolls with appropriate receipts
 - c. Mileage at the federal per diem rate set at the time that the training occurs (currently **\$0.70/ mile**).
 - d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
 - e. Round-trip coach airfare and baggage fee
 - f. Lodging for days of presentations and up to 2 travel days.
3. Provide a screen, LCD projector, external speakers, and microphone (lavalier or handheld) for the presentation as needed. Wi-fi is not required.
4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
 - a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **\$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.
5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.



6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.
7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

Zero Abuse Project
366 Jackson St, Suite 300
St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 01 E 005 640 316 305 000

167709

Sponsoring Organization

Zero Abuse Project


Event Coordinator Signature


Suzanne Severson

Professional Development Coordinator

Title

Senior Program Manager

8/10/2025

Date

August 12, 2025

Date

Anthony Br J 8/25/25

Simone Zinich 8/25/25



PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	1) Monday, August 25, 2025, 12:00-3:00pm – <i>Essentials of Adverse Childhood Experiences – Parts 1 & 2</i> 2) Tuesday, August 26, 2025, 12:15-2:00pm CDT– <i>Essentials of Adverse Childhood Experiences – Part 1</i>
Presenter	Caitie Dahl
Presentation/Training Fee	TOTAL: \$5200.00 plus mileage (\$2600 per half or partial day training)
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, Annemarie.schilling@isd709.org , 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44 th Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

ZAP agrees to:

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.
2. Submit material for handouts not less than one week prior to the presentation.
3. Provide a laptop for the presentation.
4. Adhere to invoicing conference organizer within 30 days of speaking event.
5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:
 - a. The U.S. Centers for Disease Control and Prevention;
 - b. The governor of any state through which the presenter is travelling;
 - c. A Zero Abuse Project instituted no-travel policy.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
 - a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
 - b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
 - c. **If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.**
 - d. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org) for questions regarding invoicing.
2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
 - a. Federal per diem rate of the event location (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals including presentation days and up to 2 travel days (receipts not required).
 - b. Miscellaneous expenses such as parking and tolls with appropriate receipts
 - c. Mileage at the federal per diem rate set at the time that the training occurs (currently **\$0.70/ mile**).
 - d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
 - e. Round-trip coach airfare and baggage fee
 - f. Lodging for days of presentations and up to 2 travel days.
3. Provide a screen, LCD projector, external speakers, and microphone (lavalier or handheld) for the presentation as needed. Wi-fi is not required.
4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
 - a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **\$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.
5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees



and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.
7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

Zero Abuse Project
366 Jackson St, Suite 300
St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.

Please return signed proposal to Suzanne Severson at Suzanne@zeroabuseproject.org

Budget Code: 61 E 005 640 316 305 000
18D 709

Sponsoring Organization

Zero Abuse Project

Chilling

Event Coordinator Signature

Suzanne Severson

Suzanne Severson

Professional Development Coordinator

Title

Senior Program Manager

8/10/2025

Date

August 15, 2025

Date

Anthony Br L 8/25/25

Ermine Zinich 8/25/25

AGREEMENT

THIS AGREEMENT, made and entered into this 08/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, 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 on 08/21/2025 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.

National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 27, 2025, November 3, 2025, December 8, 2025, January 16, 2026, March 2, 2026 and May 4, 2026.

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 not to exceed \$2500 for each of the identified Professional Development Dates.

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: Annemarie Schilling , 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 National Audio Visual Company, attn: Scott Yost, 504 East 4th Street, Duluth, MN 55805

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

policies:

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number

Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	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

A. Simone Zuccich
CFO / Superintendent of Schools / Board Chair

8.25.25
Date

Anthony De L

8/25/25

AGREEMENT

THIS AGREEMENT, made and entered into this 07/29/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. David Edmund 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 on 08/26/2025 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.

Dr. David Edmund will provide a presentation on Music Education from 1:30-3:00pm, 08/25/2025 at Denfeld High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$200.

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: Annemarie Schilling , 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 St. Louis County attn: Dr. David Edmund, 2002 Stanford Ave, Duluth, MN 55811

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed

by their duly authorized officers as of the day and year first above written.

David Edmund [REDACTED] 7-29-2025
Contractor Signature SSN/Tax ID Number Date

[Signature] 8.20.2025
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] 8.25.25
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 08/06/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Daniel Ninham 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 on 05/27/2025 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.

Dr. Dan Ninham will provide a presentation on Indigenous Games from 8:00-9:45am and Indigenous Games from 12:45-3:15pm 08/25/2025 at Denfeld High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$1500.

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: Annemarie Schilling , 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 Dr. Dan Ninham, PO Box 652, Red Lake, MN 56671

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.

[see attached]
Contractor Signature SSN/Tax ID Number _____ Date _____

U. Schilling
Program Director _____ Date 8/21/25

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

This contract is funded by either:

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

Please check the appropriate line below:

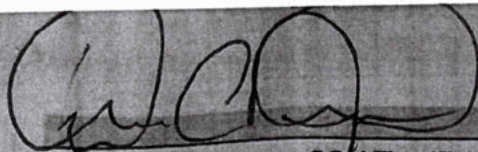
X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

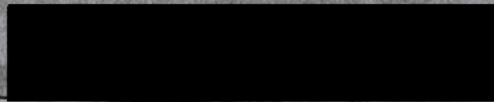
_____ Check if the contract will be paid using Student Activity Funds

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

Erin Z. Zwick
CFO / Superintendent of Schools / Board Chair _____ Date 8.25.25



Contractor Signature SSN/Tax ID Number

8-11-25
Date_____
Program Director_____
Date

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

This contract is funded by either:

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

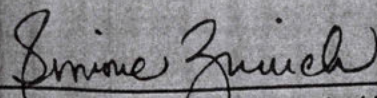
Please check the appropriate line below:

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

01	E	005	640	316	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


CFO / Superintendent of Schools / Board Chair8.25.25
Date

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

2025-2026

This contract is by and between *Duluth Public Schools, 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 *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

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; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College 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 MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to 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 transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior 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 LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- 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 Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- 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 LSC 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 LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- 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. The billing date for courses is October 30, 2025 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2025 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on **July 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. AUTHORIZED REPRESENTATIVES.
- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:
- Name: Jennifer Larva
Title: Director of Curriculum and Instruction
Address: 215 N 1st Avenue East; Duluth MN 55802
Telephone: 218-336-8700 x 1007
E-Mail: jennifer.larva@isd709.org
- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:
- Name: Stephanie Wainionpaa
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu
- Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)
Title
Date

- 2. 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) <i>Ermine Zmich</i>
Title <i>Exec. Dir. Finance</i>
Date <i>9.2.25</i>

By (authorized signature) <i>Jennifer Davis</i>
Title <i>Director of Secondary Education</i>
Date <i>8/29/25</i>

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)
Title
Date

Attachment A - 2025-2026 LSC CITS COURSES**Cost: \$36,000.00**

The following 12 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
(3) Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
(4) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
(6) East	ALTH 1400	Introduction to Allied Health	2	Kimberly Olson	Fall
(7) East	ALTH 1410	Medical Terminology	1	Kimberly Olson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
(12) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

** Indicates courses that are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre

East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org



Prepared for **Duluth Public Schools**

August 25, 2025

Response to request Proposal: **vCISO - Strategy and Planning Services**

Objective: The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

Security Strategy and Roadmap: IT Audit Labs in partnership with Duluth Public Schools will cover the following monthly topics:

August 2025	St Paul Breach / Risk Management
September 2025	Quantum Computing
October 2025	Tabletop Exercise
November 2025	Tabletop Debrief, Risk Management
December 2025	Deep Dive Topic – AI
January 2026	Non-IT Tabletop
February 2026	Tabletop Debrief, Planning for next Tabletop
March 2026	BCP/Disaster Planning Walk Through
April 2026	Technical Topic
May 2026	Planning for large Tabletop
June 2026	Tabletop
July 2026	Debrief, Remediation

Consulting Services Contract:

Retainer:

Monthly Billing	\$1,500
Number of Months	12
Total Cost of Project	\$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a \$1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at \$500.00/hour.





Additional Service Rates:

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates below.

The rate for additional Time and Material services will be between \$250 and \$500 per hour, depending on the complexity and scope of the services requested.

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

Contract Agreement:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

Actual Charges:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.





Invoice/Billing Terms

- ☐ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for \$18,000.
- ☐ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ☐ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- ☐ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- ☐ Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- ☐ Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

IT Audit Labs:

Signed by:
By: Kelly Venzke
DB78D0B7629D401...
Title: Director, Business Operations
Date: 8/26/2025

Customer:

By: Imine Zureich
Title: Director, Business Services
Date: 8/28/25



Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2025, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2025 and shall remain in effect until July 30th, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECCE sites upon request.

3. **Background Check.** Not applicable

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

\$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to First Witness, 1402 E 2nd St, Duluth, MN 55805

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature SSN/Tax ID Number Date

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:

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

01	E	005	030	000	305	042
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



Executive Director of Finance & Business Services

9.7.25

Date

**No Cost Contracts Signed
August 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
Duluth Children's Museum	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Duluth Children's Museum
Salvation Army	Early Childhood	ECFE parent educator will attend parent group in collaboration with Salvation Army staff once per week during the school year to provide home visits to families as needed/requested
Women's Care Center	Early Childhood	ECFE staff will work with families throughout the school year to offer ECFE and parenting education information, resources and support at the Women's Care Center
Life House	Early Childhood	ECFE parent educator will attend parent group in collaboration with Life House staff once per week during the school year
Safe Haven Shelter	Early Childhood	ECFE staff will be gathering with pregnant and parenting teens and their families to offer ECFE and parenting education information, resources and support at the Safe Haven Shelter
Men as Peacemakers (MAP)	Mental Health, SEB, MTSS Coordinator	MAP will provide on site services for staff and students throughout the 2025-26 school year
Emerson College	Special Services	Speech student teaching opportunity with Duluth Public Schools staff member Jack King
Minnesota State High School League and Region 7AA	Denfeld HS	2025-26 regional tournament agreement
Minnesota State High School League and Region 7AA	East HS	2025-26 regional tournament agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, 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.** Duluth Public Schools Early Childhood Family Education's (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

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 \$0 hourly and \$ 0 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: Jen Jaros 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 Duluth Children's Museum, Attn: Drew Jensen 2125 W Superior St, Duluth, MN 55806.

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

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

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

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

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

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

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

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

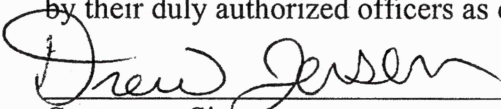
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


Contractor Signature

41-0718361
SSN/Tax ID Number

8/4/2025
Date


Program Director

8/12/2025
Date

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

This contract is funded by either:

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

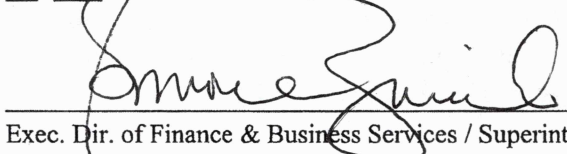
Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

 x 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

8/12/25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Salvation Army, 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.** ECFE Parent Educator will attend parent group in collaboration with Salvation Army staff once per week during the school year or provide home visits to families as needed/requested, except during school breaks and dependent on staff availability.

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 \$0 hourly and \$ 0 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: Jen Jaros 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 Salvation Army, Attn: Carmen Davis, 215 S 27th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

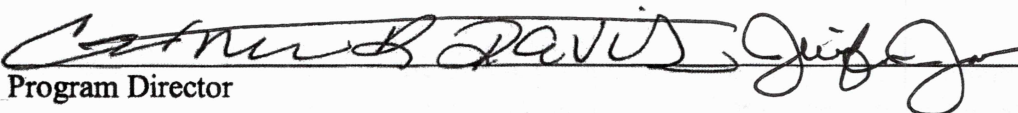
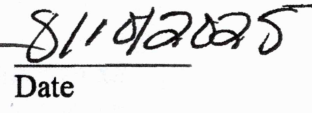
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Carmen Davis		8/10/2025
Contractor Signature	SSN/Tax ID Number	Date
 Program Director		 Date

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

This contract is funded by either:

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

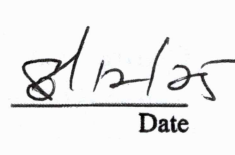
Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Women's Care Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Women's Care Center staff to review any need for adjustment due to the needs of the families being served.

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 \$0 hourly and \$ 0 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: Jen Jaros 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 Women's Care Center, Attn: Jodie Sorvari, 103 East 1st St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Deb Ellingsen
Contractor Signature

45-5168432
SSN/Tax ID Number

8/12/25
Date

DEB ELLINGSEN Jennifer Jarov
Program Director

8/12/2025
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

8/12/25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Life House, 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. ECFE Parent Educator will attend parent group in collaboration with Life House staff once per week during the school year, except during school breaks and dependent on staff availability.

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 \$0 hourly and \$ 0 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: Jen Jaros 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 Life House Attn: Ryan Irlbeck, 102 W 1st St, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Contractor Signature: Imber Indarsu SSN/Tax ID Number: 41-1704840 Date: 8-21-25

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.

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).

XX	X	XXX	XXX	XXX	XXX	XXX

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

8.27.25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Safe Haven Shelter, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Safe Haven staff to review any need for adjustment due to the needs of the families being served.

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 \$0 hourly and \$ 0 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: Jen Jaros 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 Safe Haven Shelter, Attn: Ethan Powers, 414 W 1st St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

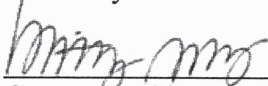
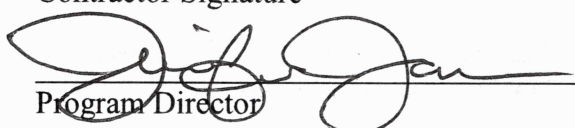
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 Contractor Signature	41-1317462 SSN/Tax ID Number	08/18/2025 Date
 Program Director		8/27/2025 Date

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

This contract is funded by either:

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

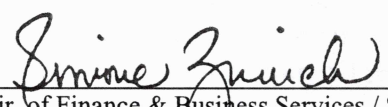
Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

 x 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	8.27.25 Date
--	-----------------

MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide prevention services for students including

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 staff must work together as a team to effectively meet the needs of ISD 709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of MAP

1. Communication and Coordination with ISD 709: MAP will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of MAP and ISD 709 quarterly. MAP staff may meet with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to

promote an active partnership. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and the Duluth Area Learning Center, as follows:
 - a. **Prevention Programming**: MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
 - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
 - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.
 - b. **Conflict Resolution Support**: MAP will provide advocacy and support to students engaged in the ISD 709's conflict resolution process with the goal of helping students working towards restorative outcomes. ISD 709 may provide training to MAP staff to participate in the conflict resolution process.
3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.
5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.
6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.
2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.
4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.
5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of \$8,000 for MAP's services. Payment will be made at the completion of the 2025-2026 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

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

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sarah Curtiss, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

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

Governing Laws. This MOU, 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.

Entire Agreement. This MOU 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.

Data Practices. MAP 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 MOU.

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

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

Sarah Curtiss, Executive Director, Men as Peacemakers

Date: _____

Simone Zurich

Date: **9.2.25**

Simone Zurich, Executive Director of Business Services, ISD #709

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	030	000	305	042
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

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of [09.01.2025(the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and [DULUTH PUBLIC SCHOOLS], a [MINNESOTA INDEPENDENT SCHOOL DISTRICT], and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

- 1.1 Role and responsibilities of the Student within the practice setting.
- 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
- 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
- 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
- 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
- 1.6 Clinical problem-solving across age span, disorder, and setting.
- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

758288.2

2. Program Structure; Telehealth Program Contingency.

- 2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
- 2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an "Emergency Circumstance"), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
 - 2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies ("Telehealth Program").
 - 2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;
 - 2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 2.2.2.5. Student will continue to be covered by Emerson's professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.
- 2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to "Program" in this Agreement will mean the "Telehealth Program" as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.
- 2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.
- 2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student's in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

- 3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program.

Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.

- 3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

- 4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.
- 4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 4.5. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the

“Indemnitees”) from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate’s breach of this Agreement, negligence, or willful misconduct related in any way to this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement.

5. Term and Termination.

- 5.1. The term of this Agreement (“Term”) shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.
- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days’ written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate’s Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. Confidentiality. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA “education records,” strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. Status of the Parties. Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman’s compensation insurance benefits.

9. No Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. Compliance with Policies. Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson’s actions taken or inquiries made pursuant to policies.

11. Use of Name; Public Disclosure. Unless Emerson provides prior written approval, Affiliate may not use the name of “Emerson” or any Emerson logo or mark; disclose the terms of this Agreement externally; or

communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson's program or from publicizing Students' placement if Students agree.

- 12. Notices.** Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: **Duluth Public Schools - ISD 709**
709 Portia Johnson Drive
Duluth MN 55811

If to Emerson: Emerson College
120 Boylston St. Boston, MA 02116
Attn: Melissa Spring
Email: melissa.spring@emerson.edu

With a copy to: Emerson College's Office of the General Counsel:
Email: kenneth_danton@emerson.edu

- 13. Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
- 14. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.
- 15. Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

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

EMERSON COLLEGE

By: Nydia Bou

Title: Chair, CSD Department

Name: Nydia Bou

DULUTH PUBLIC SCHOOLS

By: *Simone Zunich*

Title: Exec. Dir. Finance & Business Services

Name: Simone Zunich - 09.02.2025

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9, 2, 25 (Date) by and between Minnesota State High School League and Region 7AA, and Dentfeld High School (Host School).
The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Dentfeld High School

Authorized Signer Name Erinne Zmurch

Title Exel. Dir. Finance, Business Services

Date 9.2.25

MSHSL Region 7AA

Authorized Signer Name Thomas Lenarz

Title Executive Secretary/Treasurer

Date 9-1-25

Region 7AA Facilities Use Agreement – 2025-2026

This Agreement is entered into on 9.8.25 (Date) by and between Minnesota State High School League and Region 7AA, and East High School (Host School).
The term of this agreement is August 1, 2025 through July 31, 2026.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on **July 31, 2026**.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name East High School
Authorized Signer Name Ermine Zmich
Title Exec. Dir. Finance, Business Services
Date 9.7.25

MSHSL Region 7AA

Authorized Signer Name Thomas Lenarz
Title Executive Secretary/Treasurer
Date 9-1-25

Grant Applications

August 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts	\$3,500.00	These are 3 reimbursement grants in the following categories; Equipment and Supply reimbursement \$1,500.00, ProStart ServSafe Certification reimbursement \$1,500.00, Food reimbursement \$500.00.

**Change Orders Signed
August 2025**

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

Contractor Name	Contract Source	Description
Design Tree	Facilities	Design Tree Engineering will provide additional engineering services for DNT ISD 709 Educational Center (+\$7,500.00)
WTG Terrazzo & Tile Inc.	Facilities	Upgrade Polish Level & Seal (+9,450.00)
WTG Terrazzo & Tile Inc.	Facilities	Owner Supplies Seal (-\$750.00)
Superior Masonry Inc.	Facilities	Order new metal decking to space the gap under concrete at EHS. The existing decking was too weak and deteriorated. (+\$1,200.00)

August 10, 2025

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Renovation – Structural Additional Services Proposal

Dear Mr. Brown:

Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Renovation into a new ISD 709 Education Center. We would like to request additional services related to the project based on additional structural engineering scope of work to evaluate the structural impact on proposed re-roofing of the entire existing roof (multiple buildings) for the subject project. This work represents an additional structural scope as no changes to typical roof framing were anticipated until the Owner elected to re-roof the building(s). Our scope of work includes the following:

- Site visit on 6/18/2025 to observe and document existing structural roof framing conditions and member sizes
- Evaluate existing roof structural members to verify capacity for support of existing and proposed new dead loads, code-required live (snow) loads and new (or relocated) mechanical equipment loads.
- Modify structural roof framing plans to document existing conditions and identify areas that currently require reinforcing.
- Identify areas within the existing roof framing that the contractor must conduct additional field observations to confirm assumptions. Additional reinforcing resulting from these observations should not be ruled out.
- Design and detail new roof openings and existing roof infills resulting from MEP and roofing changes.
- Design and detail new reinforcing as required to accommodate new loads; we do not anticipate a second phase of work to address required reinforcing, as the scope of work is currently minimized.
- Construction administration phase work associated with these tasks.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

Added Structural scope: \$7,500.00

Total Lump Sum Fee: \$7,500.00

Project Schedule

1. The anticipated project schedule will have final CD documents available for bidding by August 6, 2025.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

DTE PROPOSAL

Duluth News Tribune Building Renovation – Structural Additional Services Proposal

Sincerely,

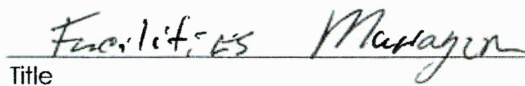
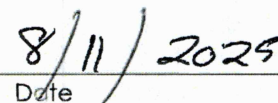
DESIGN TREE ENGINEERING & LAND SURVEYING



Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: peq@DTE-LS.com

Acceptance of Proposal:

The total proposed fee amount of \$7,500.00 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.


Signature
Title
Date



Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #001: CE #001 - 800grit 3M Trizact Polish Level & Seal

TO:	Independent School District #709 Duluth Public Schools 709 Portia Johnson Drive Duluth, Minnesota 55811	FROM:	WTG Terrazzo & Tile, Inc. 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	CREATED BY:	Tony Grazzini (WTG Terrazzo & Tile, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	LOCATION:	
DESIGNATED REVIEWER:	Tony Grazzini (WTG Terrazzo & Tile, Inc.)	REVIEWED BY:	
DUE DATE:	08/22/2025	REVIEW DATE:	08/19/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	1 day
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	\$9,450.00

DESCRIPTION:

CE #001 - 800grit 3M Trizact Polish Level & Seal

To upgrade the terrazzo finish on the "refinishing" to an 800-grit polish level with three (3) coats of 3M Scotchguard Stone Protector Seal and burnishing, in lieu of the 400-grit polish level & water-based acrylic seal originally quoted.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Upgrade Polish Level & Seal (800grit & 3M Scotchguard)	\$9,450.00
Grand Total:			\$9,450.00

The original (Contract Sum)	\$76,410.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$76,410.00
The contract sum will be increased by this Change Order in the amount of	\$9,450.00
The new contract sum including this Change Order will be	\$85,860.00
The contract time will be increased by this Change Order by 1 day.	

Independent School District #709 Duluth
Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811

WTG Terrazzo & Tile, Inc.
12100 Riverwood Drive
Burnsville, Minnesota 55337-1545

SIGNATURE

DATE

SIGNATURE

DATE

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Project: 1-25-0029 - Denfeld High School
401 N. 44th Street
Duluth, Minnesota 55807

Prime Contract Change Order #002: CE #002 - Credit for Owner Supplied Seal

TO:	Independent School District #709 Duluth Public Schools 709 Portia Johnson Drive Duluth, Minnesota 55811	FROM:	WTG Terrazzo & Tile, Inc. 12100 Riverwood Drive Burnsville, Minnesota 55337-1545
DATE CREATED:	8/18/2025	CREATED BY:	Tony Grazzini (WTG Terrazzo & Tile, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Jeremy DeGraef	LOCATION:	
DESIGNATED REVIEWER:	Tony Grazzini (WTG Terrazzo & Tile, Inc.)	REVIEWED BY:	
DUE DATE:	08/22/2025	REVIEW DATE:	08/19/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Terrazzo Repair & Refinishing
		TOTAL AMOUNT:	(\$750.00)

DESCRIPTION:

CE #002 - Credit for Owner Supplied Seal

Denfeld High School custodial staff had units of Seal that were available for WTG to use on the refinishing of the terrazzo work. This is a credit back to the school for the material that was used by the WTG team.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Owner Supplied Seal (3M Scotchguard Stone Protector Seal)	\$(750.00)
Grand Total:			\$(750.00)

The original (Contract Sum)	\$76,410.00
Net change by previously authorized Change Orders	\$9,450.00
The contract sum prior to this Change Order was	\$85,860.00
The contract sum will be decreased by this Change Order in the amount of	(\$750.00)
The new contract sum including this Change Order will be	\$85,110.00
The contract time will not be changed by this Change Order.	

Independent School District #709 Duluth
Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811

WTG Terrazzo & Tile, Inc.
12100 Riverwood Drive
Burnsville, Minnesota 55337-1545

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Superior Masonry Inc.

DBA Bedrock Flint

4204 Enterprise Circle, Duluth, MN 55811 | Phone. 218.720.3948

Construction Change Order

Dated: 8/22/2025

Attention: ISD 709 Purchasing

Project: 2518- East High School

Scope of Work:

Order new Metal Decking to space the gap under the concrete. The existing decking was too weak and deteriorated.

Price: \$1,200.00

Breakdown

Labor: \$0.00

Materials: \$1,200.00

Name: Travis Stelp

Title: President

Date: 8/22/25

 8/25/2025