

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, October 13, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. Guest Presentations for this Meeting

2. Department Reports

A. Human Resources

- 1) HR Monthly Department Summary Report 3

B. Business Services

- 1) Enrollment Report 5
- 2) Child Nutrition Department Report 10
- 3) Facilities Department Report 11
- 4) Technology Department Report 13
- 5) Transportation Department Report 14

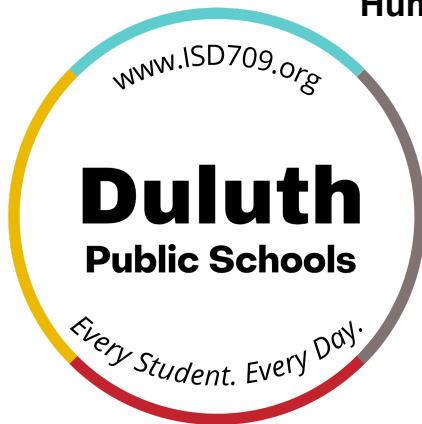
3. Recommended Resolutions

- A. B-10-25-4123 - Resolution Providing for the Issuance, Sale and Delivery of \$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A 15
- B. B-10-25-4127 - Resolution Authorizing the Issuance and Sale of Full Term Certificates of Participation, Series 2025B 33
- C. B-10-25-4124 - Acceptance of Donations to Duluth Public Schools 36
- D. B-10-25-4125 - Acceptance of Grant Awards to Duluth Public Schools 44
- E. B-10-25-4126 - Resolution Authorized Bank Account Signer 45

4. Consent Agenda

- A. HR Staffing Report 46
- B. Job Description — Cafeteria Helper 47
- C. Job Description - Cafeteria Helper II 50
- D. Job Description - Cafeteria Manager 53
- E. Job Description - Federal Programs Clerical 57
- F. Job Description - Finance Clerical 61
- G. Job Description - ALC/AEO Clerical 65
- H. Job Description - American Indian Education Clerical 68
- I. Job Description - Career Center Clerical 71
- J. Job Description - Community Education Clerical 74
- K. Job Description - Duluth Adult Education Clerical 78
- L. Job Description - Early Childhood Programs Clerical 81
- M. Job Description - Early Childhood Screening Clerical 85
- N. Job Description - Elementary School Clerical 88
- O. Job Description - Elementary School Attendance Clerical 91

P. Job Description - Enrollment and Student Data Specialist	94
Q. Job Description - Facilities Clerical	98
R. Job Description - High School Attendance Clerical	102
S. Job Description - High School Clerical	105
T. Job Description - High School Registrar	109
U. Job Description - Middle School Attendance Clerical	112
V. Job Description - Middle School Clerical	115
W. Job Description - HRIS/Payroll Supervisor	118
X. Job Description - Payroll Clerical	122
Y. Job Description - Payroll Specialist	126
Z. Job Description - Purchasing Clerical - Attachment Pending	
AA. Job Description - School Activities Treasury Clerical - Attachment Pending	
BB. Job Description - Senior Residential Clerical	130
CC. Job Description - Special Services Clerical	134
DD. Job Description - Technology Clerical	138
EE. Job Description - Transportation Clerical	141
FF. Finances	
1) Financial Report	145
2) Fundraisers	146
GG. Bids, RFPs, and Quotes	
1) BID #1341 - Roof Replacement Project - DNT Building	148
2) RFP #330 - Roof Replacement Project - Stowe Elementary	152
HH. Contracts, Change Orders and Leases	
1) CONTRACT - Bond Purchase Agreement - General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A	156
2) CONTRACT - Underwriting Engagement Letter - Multiple Offerings - Bond Series 2025A, 2025B	170
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	178
B. No Cost Contracts	329
C. Revenue Contracts	356
D. Grant Applications	376
E. Change Orders Signed	377



Human Resources Report for October 2025 School Board Meeting Highlighting September 2025 Activities

Department: Human Resources

HR|Business Services Committee: 10.13.2025

Regular Board Meeting: 10.21.2025

Report Prepared By: Theresa Severance

Manager's Minutes:

- We have reached Tentative Agreements with both the Director's Association and the Food Service Union and each group plans to vote on their contracts soon and we plan to bring them to the Regular Board meeting for approval.
- Human Resources has still not received a Demand to Bargain from either the NCBA or the DDWIAA groups.

What We're Working On:

- In November, Benefits and Innovo will hold a meeting for retirees to discuss the UCare Plan termination and review alternative healthcare options.
- We have nearly finalized all revisions of Clerical job descriptions. There are several lingering but the majority have been revised to be more position specific and applicable to their workload.
- Our Benefits and Payroll teams are preparing and educating themselves on the upcoming changes to MN Paid Leave that starts January 2026.

Upcoming Changes/Improvements to the Department:

- We welcome Steven Johnson to our Department as the new Human Resources Manager. At the same time, we must say goodbye to our fearless leader, Theresa Severance, Executive Director of Human Resources and Operations, as she heads out on a new career path.

Staffing Report:

- | | |
|------------------------------|---------------------------------|
| • Certified Appointments - 6 | Non-Certified Appointments - 34 |
| • Certified Leaves - 3 | Non-Certified Leaves - 9 |
| • Certified Resignations - 1 | Non-Certified Resignations - 11 |
| • Certified Retirements - 1 | Non-Certified Retirements - 1 |

Open Positions:

Certified:

Teachers (8)
Early Childhood (1)
Elementary (1)
High School (2)

Non-Certified:

Administrative (3)
Child Nutrition (5)
Maintenance (6)
Master Electrician (1)

Middle School (1)
Special Education (2)
Adult Basic Education (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	484.00	408.00	76.00	77.00	83.00	80.00	80.00	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	71.00	74.00	82.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	243.00	206.00	37.00	40.00	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	519.00	430.00	89.00	73.00	83.00	99.00	81.00	94.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	303.00	260.00	43.00	56.00	53.00	45.00	57.00	49.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	182.00	147.00	35.00	39.00	26.00	29.00	25.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	255.00	215.00	40.00	38.00	43.00	44.00	50.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	462.00	381.00	81.00	86.00	77.00	68.00	83.00	67.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	400.00	325.00	75.00	67.00	76.00	61.00	60.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	233.00	197.00	36.00	34.00	46.00	43.00	38.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	698.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	222.00	240.00	236.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1130.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	390.00	354.00	386.27	0.00	0.00	0.00	0.00
AE Online 650	112.16	467 students 37 Open Enrolled, 18 FT Residents, 412 PT Residents, Average Enrollment 0.24 less than 2 classes							0.00	0.00	0.28	5.54	28.93	41.86	35.55
Denfeld 215	1000.41								0.00	0.00	0.00	246.57	254.16	244.49	255.19
East 220	1460.81								0.00	0.00	0.00	390.89	389.47	345.99	334.46
Merritt Creek Academy 81	83.00	37.00	1.00	5.00	3.00	9.00	8.00	12.00	7.00	7.00	9.00	7.00	10.00	5.00	0.00
ALC 611	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	32.50	39.50
Chester Creek Academy 575	30.00	16.00	0.00	1.00	1.00	5.00	6.00	3.00	2.00	3.00	2.00	1.00	2.00	2.00	2.00
Rock Ridge Academy 580	43.00	14.00	3.00	3.00	1.00	5.00	2.00	3.00	2.00	3.00	5.00	6.00	6.00	3.00	1.00
Arrowhead Academy 605	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	5.00	9.00	8.00
Bethany Crisis Shelter 615	0.50	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00
Hospitals 630	20.00	5.00	0.00	0.00	0.00	0.00	4.00	1.00	0.00	4.00	3.00	1.00	4.00	1.00	2.00
The Bridge 950	24.58	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	24.58
Total:	8254.59	3021.00	601.25	595.00	596.00	603.00	623.00	604.00	623.00	611.00	642.41	660.00	708.56	685.09	702.28

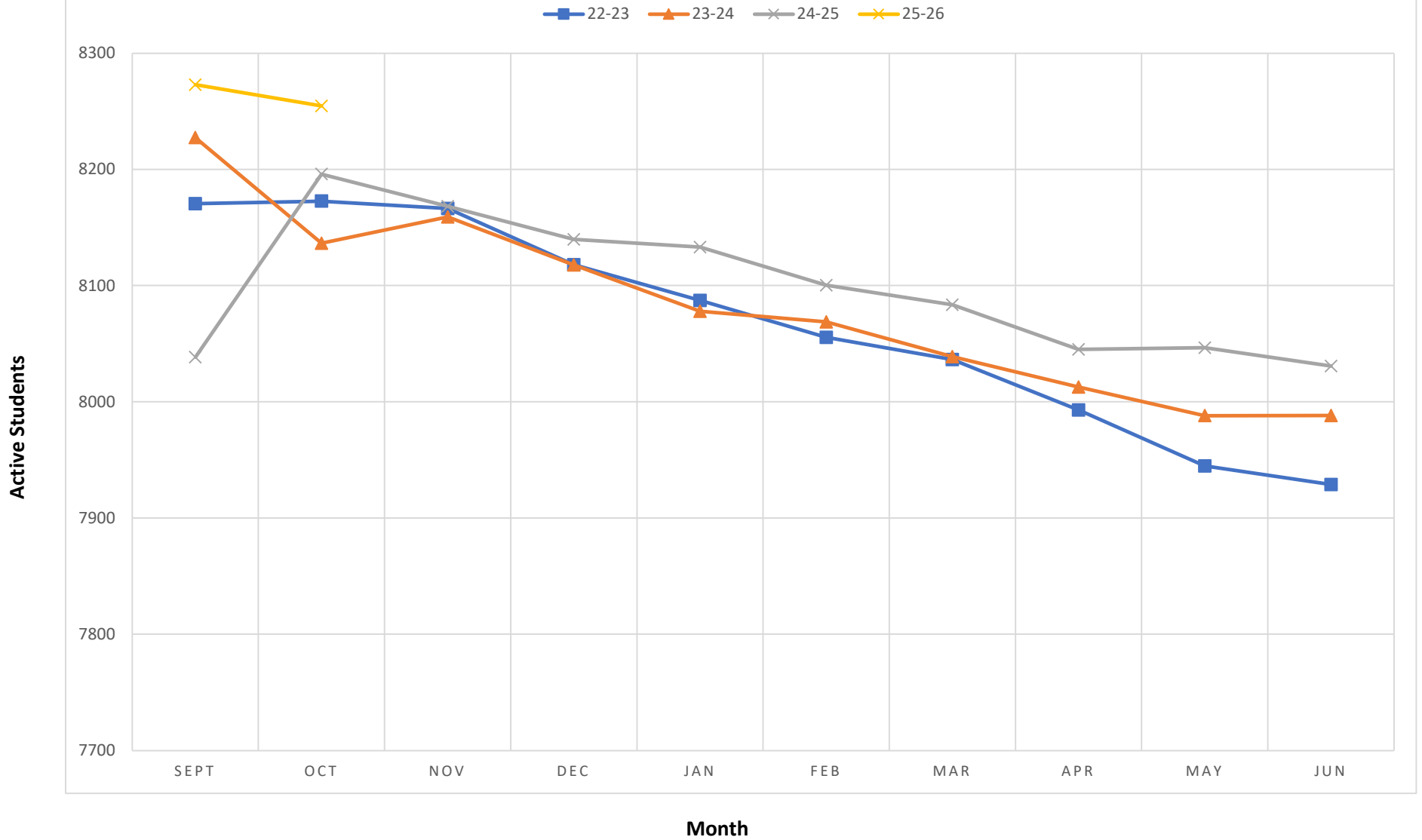
2025-2026
Month to Month Enrollment Changes by School

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	Oct '24	Current Month-Oct '24
Congdon Park 435	474.00	486.00	484.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	10.00	476.00	8.00
Homecroft 475	451.00	464.00	465.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	14.00	448.00	17.00
Lakewood 500	252.00	240.00	243.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	-9.00	254.00	-11.00
Lester Park 510	512.00	512.00	519.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00		7.00	7.00	510.00	9.00
Lowell 520	306.00	304.00	303.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	-3.00	312.00	-9.00
Lowell Immersion 521	327.00	182.00	182.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-145.00	329.00	-147.00
MacArthur 525	270.00	260.00	255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.00		-5.00	-15.00	254.00	1.00
Myers Wilkins 540	312.15	454.00	462.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00		8.00	149.85	317.00	145.00
Piedmont 550	387.00	401.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	13.00	394.00	6.00
Stowe 565	238.00	235.00	233.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	8.00	-2.00	-5.00	229.00	4.00
Lincoln Middle 225	667.87	719.86	698.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.00		-21.00	30.99	674.00	24.86
Ordean East Middle 335	1073.61	1142.27	1130.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12.00	-33.00	-12.00	56.66	1085.41	44.86
AE Online 650	166.24	49.67	112.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.49		62.49	-54.08	123.51	-11.35
Denfeld 215	896.17	1040.60	1000.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-40.19		-40.19	104.24	994.41	6.00
East 220	1382.11	1541.90	1460.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-81.09	-58.79	-81.09	78.70	1505.05	-44.24
Merritt Creek Academy 81	84.33	80.00	83.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	-1.33	74.71	8.29
ALC Seat Based 611	92.72	63.00	81.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00		18.00	-11.72	88.58	-7.58
Chester Creek Academy 575	31.00	28.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	-1.00	31.00	-1.00
WHA RRA 580	46.00	38.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		5.00	-3.00	36.00	7.00
Arrowhead Academy 605	22.33	8.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00		16.00	1.67	18.00	6.00
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	0.25	0.25	0.25
Hospitals 630	23.00	2.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00		18.00	-3.00	17.00	3.00
The Bridge 950	16.00	23.58	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	63.50	1.00	8.58	25.00	-0.42
Total:	8030.78	8274.88	8254.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-20.29	-20.29	223.81	8195.92	58.67
Change		244.10	-20.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Adult Learners		367.00	525.00									158.00					

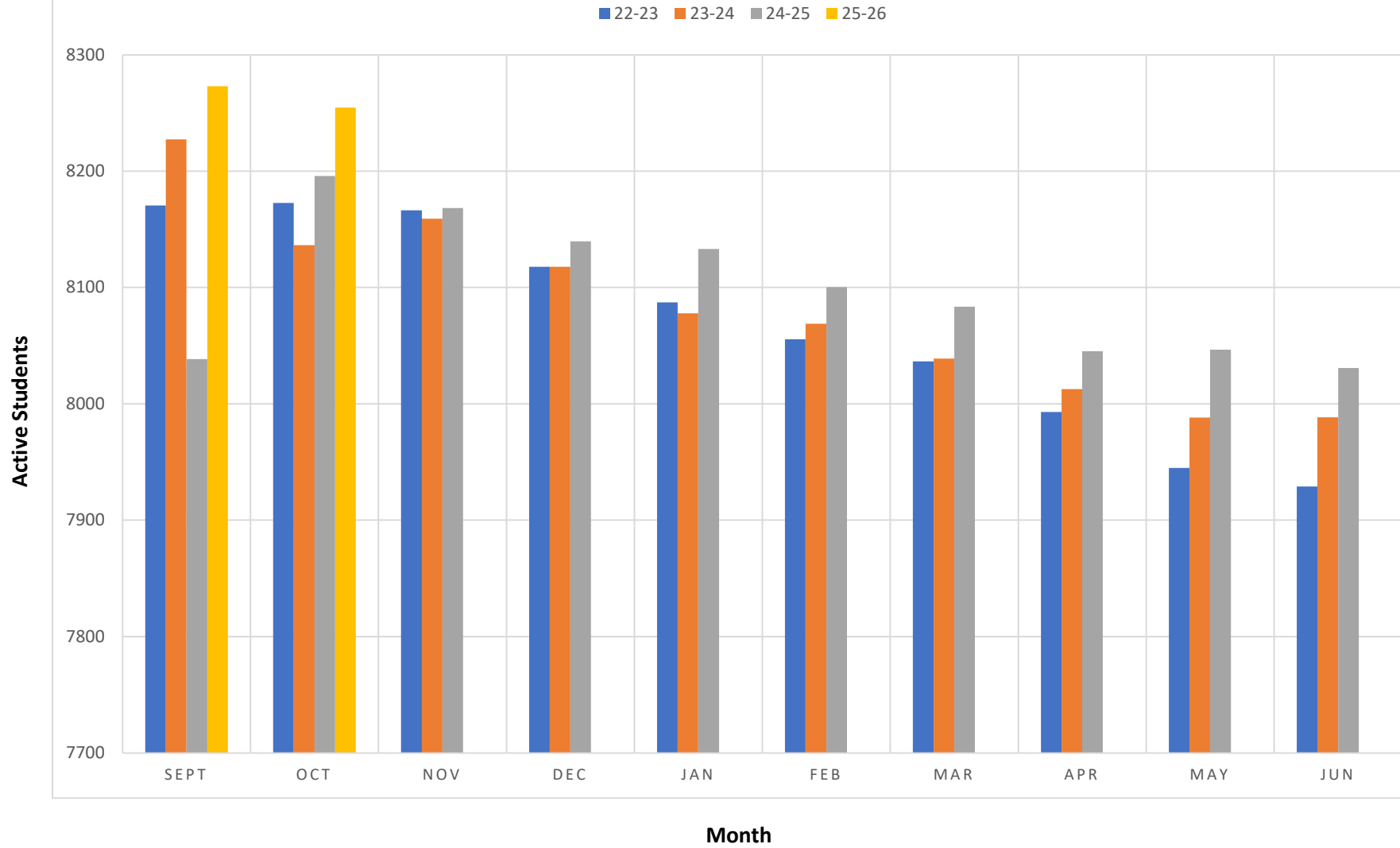
2025-2026
Month to Month Enrollment Changes by Grade

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	211.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.98		59.98	181.05
PK	21.94	19.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.98	58.00	-1.98	20.95
KA	132.00	144.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.25		12.25	138.13
KG	460.00	457.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		-3.00	458.50
1	593.00	595.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	594.00
2	595.00	596.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	595.50
3	609.00	603.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.00		-6.00	606.00
4	614.00	623.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00		9.00	618.50
5	600.00	604.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	602.00
6	631.00	623.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-8.00	11.25	-8.00	627.00
7	618.00	611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00		-7.00	614.50
8	654.41	642.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12.00	-19.00	-12.00	648.41
9	655.58	660.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.42		4.42	657.79
10	701.00	708.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.56		7.56	704.78
11	684.72	685.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.37		0.37	684.91
12	727.17	702.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-24.89	-12.54	-24.89	714.73
K 12 Total:	8274.88	8254.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-20.29	-20.29	-20.29	8264.74
Change		-20.29	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 October 2025 School Board Meeting Highlighting September 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	10.13.2025
Regular Board Meeting:	10.21.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Finished up our first month of Meals, serving an average of 2,300 Breakfasts and 5,100 Lunches across the district each day.

Applications for Educational Benefits update:

- Current Free Students: 2,705
- Current Reduced students: 574
- 489 Applications processed through the online portal and paper applications mailed to Child Nutrition.

Staffing Report:

- In September we interviewed and hired 8 employees
- We have 4 jobs currently open



Facilities Report for October 2025 School Board Meeting Highlighting September 2025 Activities

Department:	Facilities
HR Business Services Committee:	10.13. 2025
Regular Board Meeting:	10.21.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the DNT has begun .

What We're Working On:

- DSC:
 - Transportation building Expansion nears completion, New doors set to be installed. Holm Const, Belknap Electric
 -
- Denfeld High School:
 - Clock tower heating project underway. Benson Electric.
 - Clock timing mechanism calibration. Lumichron Clock Company LLC.
- East High School:
 - CTE Manufacturing space development for new equipment is in process. DSGW is assigned; contractor selection for the project are pending.
- Lincoln Park:
 - Auditorium lighting design underway. Design Tree Engineering.
- Lowell:
 - Installation of new blinds on the windows
- Myers Wilkins:
 - Conditional Use Permit with the City of Duluth for the installation of guardrail. City of Duluth
- Lakewood:
 - Removal of the underground fuel tank, Completed.
 - Quotes for new boilers and installation of new propane tanks starting.
- Stowe
- Working on getting new ANSUL system installed in the kitchen.

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 October 2025 School Board Meeting Highlighting September 2025 Activities

Department:	Technology
HR Business Services Committee:	10.13.2025
Regular Board Meeting:	10.21.2025
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Greg met with several tech vendors previously used by the district as we seek to identify the most suitable partners for product and service procurement in the months ahead
- Quotes were sought for consulting services to assist with the replacement of core network infrastructure scheduled for holiday break this winter
- Weekly meetings have been held with technical staff and Digital Innovation Specialists
- An in-person full department meeting was held in late September
- Greg attended the MASA conference, meeting with a contingent of other tech directors from across the state. Topics discussed included technology staffing structures, AI policy and AI training.

What We're Working On:

- Field techs and Digital Innovation Specialists have been assisting with back-to-school technology needs throughout our schools
- Network staff are re-designing the placement of equipment in our rented datacenter space. Several pieces of unneeded equipment were removed this month. We're seeking to reduce our footprint of rented space and recurring rent costs.
- Classrooms were identified at several schools to pilot new front-of-classroom display technology as we consider options to replace aging projectors and Smartboards. Products began arriving for these rooms; installation processes will begin in October.

Staffing Report:

- Our Network Architect position remains posted, now in its second re-posting, awaiting qualified applicants



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

Department:	Transportation
HR Business Services Committee:	10.13.2025
Regular Board Meeting:	10.21.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- After an initial challenging period at the start of the school year, we have successfully navigated student routing, parent communications, and bus operations. We are now in a more stable phase, focusing on route optimization, driver support, and addressing minor concerns.

What We're Working On:

- We are actively developing routes for mid-day and special transportation needs that arise throughout the year due to changes in student requirements. Additionally, we are providing training to site staff for Type 3 vehicle operation, enabling them to become certified van drivers.

Upcoming Changes/Improvements to the Department:

- We added stop lights to our garage doors that show the drivers if the door is completely open or if it's moving. This will help drivers when they are backing out of the garage.

Staffing Report:

- We are still looking for a bus driver II, a van driver and a helper currently.

Stats in the Spotlight:

- We currently operate 484 different routes, divided between our district buses and Voyageurs

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$38,664,948.70 GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2025A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A CONSTRUCTION FUND AND DEBT SERVICE FUND THEREFOR; AND AWARDING THE SALE THEREOF

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

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to authority in Minnesota Statutes Section 123B.595 (the “Act”) and Minnesota Statutes, Chapter 475, is authorized to issue general obligation bonds to provide funds to finance repair and replacements contained in the District’s ten-year facility plan (the “Plan”) adopted under the Act, including for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

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

as described in the Plan and (ii) pay costs associated with issuance of the Bonds. The Plan and the projects described in the Plan (the “Projects”) were approved by the Commissioner of Education on October 3, 2025. The Plan is incorporated in this resolution as though fully specified herein.

B. The Board has determined to issue its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “Bonds”), in the amount of \$38,664,948.70 pursuant to the Act to pay for the Projects and costs of issuance of the Bonds, and to pledge the District’s full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(9) of the Act, as the District has retained Blue Rose Capital Advisors to act as its independent municipal advisor in connection with the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on July 22, 2025, entitled “Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Finance & Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$38,665,000 and the TIC on the Bonds does not exceed 4.75%.

1.04 Notice of Intent. A Notice of Intent to Issue Bonds for the purpose of financing the Projects was published in the official newspaper of the District as required by the Act.

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

1.06 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$40,864,678.50, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

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

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$38,664,948.70 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A, dated November 5, 2025, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

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

Maturity Date (February 1)	Total Accreted Amount at Maturity	Total Original Principal	Approximate Yield to Maturity
2029	\$1,895,000.00	\$1,644,405.20	2.940%
2030	\$1,900,000.00	\$1,578,121.00	3.000%
2031	\$13,700,000.00	\$10,891,500.00	3.090%
2032	\$13,700,000.00	\$10,424,878.00	3.200%
2033	\$13,700,000.00	\$9,978,121.00	3.400%
2034	\$5,950,000.00	\$4,147,923.50	3.520%
TOTAL	\$50,845,000.00	\$38,664,948.70	

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

2.02 Redemption.

A. Optional Redemption. The Bonds shall be subject to redemption and prepayment at the option of the District on February 1, 2032, and any day thereafter at a price equal to the accreted amount thereof as of the most recent Compounding Date (hereinafter defined) occurring prior to the redemption date plus accrued interest on the Bonds to be redeemed from such Compounding Date to the date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall

cease to accrue and compound from and after the redemption date, provide funds are on deposit at such time.

B. Partial Redemption. If redemption is in part, the maturities and the accreted amounts (in increments of \$5,000 of accreted maturity amount) within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar hereinafter appointed. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the accreted amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the sum of said accreted amounts of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the accreted amount of each such Bond of a denomination of more than \$5,000 of the accreted maturity amount shall be redeemed as shall equal \$5,000 of accreted amount for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar and the District shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and yield to maturity and of any authorized denomination or denominations, as requested by the Holder, in aggregate accreted amount equal to and in exchange for the unredeemed portion of the accreted maturity amount of the Bond so surrendered. Notwithstanding the foregoing, so long as the Bonds are registered in the name of Cede & Co. as nominee of The Depository Trust Company, Jersey City, New Jersey ("DTC"), selection of Bonds for redemption shall be subject to the requirements of the Representation Letter hereinafter defined.

C. Notice of Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days, but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar; provided however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter hereinafter described. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure.

D. Partial Redemption of Bonds Held by Cede & Co. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the District or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine the amount of each maturity to be redeemed in the manner set forth above.

E. Prepayment Price. All prepayments shall be at a price equal to that set forth in Section 2.02A hereof.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on February 1, 2026, and semiannually thereafter on each February 1 and August 1 (each referred to herein as

a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity or upon optional redemption thereof. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or if the principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

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

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

2.05 Appointment and Duties of Bond Registrar; Record Date.

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

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

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate,

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

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

2.06 Book-Entry System.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;
- (iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

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

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

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

2.08 Payment of Bonds.

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

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

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

Section 3. Form of the Bonds.

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

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

R-__

\$_____

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)

GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES
MAINTENANCE BOND
SERIES 2025A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, 20__	November 5, 2025	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT AT MATURITY: _____ DOLLARS

Independent School District No. 709, St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each February 1 and August 1, commencing February 1, 2026 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity, subject to the provisions for redemption of this Bond before maturity referred to below.

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

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date or the redemption date (the “Payment Date”) (whether or not a business day) at such owner’s address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar

when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$38,664,948.70 and a total accreted amount at maturity of \$50,845,000.00, all of like date and tenor, except as to number, maturity date, denomination, yield and redemption privilege, pursuant to the authority contained in Minnesota Statutes Section 123B.59 and Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on October 21, 2025 (the "Resolution"), for the purpose of providing funds to finance the elements of the facilities plan dated July 22, 2025, including repair and replacements contained in the District's ten-year facility plan (the "Plan") adopted under the Act, including for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to :

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

as described in the Plan and (ii) pay costs associated with issuance of the Bonds. The Plan and the Projects were approved by the Commissioner of Education on October 3, 2025. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are subject to redemption and prepayment at the option of the District on February 1, 2032, and on any day thereafter, in whole or in part, and if in part at the option of the District and in such manner as the District shall determine and by lot as to Bonds maturing in the same year, at a price equal to the accreted amount thereof as of the most recent Compounding Date occurring prior to the redemption date plus simple interest on the Bonds to be redeemed accrued to the date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the accreted amounts (in increments of \$5,000 of accreted maturity amount) within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue and compound from and after the redemption date.

Not more than 60 days and not less than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the District and DTC.

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the District or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will

determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed.

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

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

The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes February 1, 2026) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes February 1, 2026) to such other date.

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

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

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

ATTEST:

(form – no signature required)
Clerk

(form – no signature required)
Chair

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

By _____
Authorized Representative

REGISTRATION CERTIFICATE

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

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
11/___/2025	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

	Premium Capital Appreciation Bonds	Premium Capital Appreciation Bonds	Premium Capital Appreciation Bonds	Premium Capital Appreciation Bonds	Premium Capital Appreciation Bonds	Premium Capital Appreciation Bonds
Date	02/01/2029 2.94%	02/01/2030 3%	02/01/2031 3.09%	02/01/2032 3.2%	02/01/2033 3.4%	02/01/2034 3.52%
11/05/2025	4,549.00	4,407.05	4,257.95	4,101.55	3,917.20	3,750.70
02/01/2026	4,580.80	4,438.55	4,289.25	4,132.80	3,948.90	3,782.10
08/01/2026	4,648.15	4,505.10	4,355.55	4,198.90	4,016.00	3,848.65
02/01/2027	4,716.45	4,572.70	4,422.80	4,266.10	4,084.30	3,916.40
08/01/2027	4,785.80	4,641.30	4,491.15	4,334.35	4,153.70	3,985.35
02/01/2028	4,856.15	4,710.90	4,560.55	4,403.70	4,224.35	4,055.50
08/01/2028	4,927.55	4,781.55	4,631.00	4,474.15	4,296.15	4,126.85
02/01/2029	5,000.00	4,853.30	4,702.55	4,545.75	4,369.20	4,199.50
08/01/2029		4,926.10	4,775.20	4,618.50	4,443.45	4,273.40
02/01/2030		5,000.00	4,849.00	4,692.40	4,519.00	4,348.60
08/01/2030			4,923.90	4,767.45	4,595.80	4,425.15
02/01/2031			5,000.00	4,843.75	4,673.95	4,503.05
08/01/2031				4,921.25	4,753.40	4,582.30
02/01/2032				5,000.00	4,834.20	4,662.95
08/01/2032					4,916.40	4,745.00
02/01/2033					5,000.00	4,828.50
08/01/2033						4,913.50
02/01/2034						5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

 _____ Social Security or Other
 _____ Identifying Number of Assignee

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

Dated: _____

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

Signature Guaranteed:

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

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

Section 4. Covenants, Accounts and Representations.

4.01 Construction Fund. On receipt of the purchase price of the Bonds, the District shall credit the proceeds from the sale of the Bonds in the amount of \$40,799,628.58 to a separate construction fund, which is hereby created and designated as the "2025A Bonds Construction Fund" (the "Construction Fund"). Proceeds from the Bonds on deposit in the Construction Fund shall be used from time to time to pay the capital costs of the Projects, including but not limited to, costs of construction, planning, architectural and engineering costs, as such costs become due.

4.02 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the "General Obligation School Capital Appreciation Bonds, Series 2025A Debt Service Fund" (the "Debt Service Fund").

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

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

4.03 Tax Levy.

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

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

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

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

4.05 Minnesota School District Credit Enhancement Program.

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

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

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

4.06 Costs of Issuance. The District shall pay the costs of issuance expenses for the issuance of the Bonds, as they become due from \$65,049.92 of proceeds of the Bonds.

Section 5. Tax Covenants.

5.01 General. The District covenants and agrees with the holders of the Bonds that the District will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, permitting excessive private use of the Projects and private payments therefrom, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

5.02 Investment Yield Restriction. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other District account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 6. Certificates of Proceedings; Miscellaneous.

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

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

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

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

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

depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

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

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

Adopted this 21st day of October, 2025.

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

Yeah:

Nay:

Clerk

Chair

EXHIBIT A

TAX LEVY SCHEDULE

Levy Year	Collection Year	Tax Levy
2027	2028	\$1,989,750
2028	2029	\$1,995,000
2029	2030	\$14,385,000
2030	2031	\$14,385,000
2031	2032	\$14,385,000
2032	2033	\$6,247,500

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

I, the undersigned, the duly elected, qualified and acting Clerk of the Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), do hereby certify that I am the official custodian of the records of the District, and that I have compared the attached copy with the original records of the District, and that it is a true and correct transcript taken from the records of a meeting of the School Board, held at the City of Duluth in said State, on October 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the District, on October 21, 2025.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
FULL TERM CERTIFICATES OF PARTICIPATION,
SERIES 2025B, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,795,000, TO FINANCE
A PORTION OF THE PROJECT COSTS FOR A SCHOOL BUILDING LOCATED AT 424
WEST 1ST STREET IN DULUTH, MINNESOTA

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

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6, as amended (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education. The District has approved a Long-Range Facilities Plan, as amended (the “Plan”) and the Minnesota Commissioner of Education has approved the District entering into an installment contract in a principal amount up to \$9,797,388 under the Act to finance the purchase of real and personal property as set forth in the Plan including improvements to a school building located at 424 West 1st Street in Duluth, Minnesota (the “2025 Project”). The District has determined to acquire, construct and equip the project approved by the Minnesota Commissioner of Education, pursuant to the Act, through an Installment Purchase Contract, dated as of June 1, 2008, as supplemented (the “Installment Purchase Contract”), between U.S. Bank National Association (“U.S. Bank”), as vendor, and the District. In order to provide funds for the projects, the District authorized the issuance of a series of Full Term Certificates of Participation, pursuant to a Declaration of Trust by and between U.S. Bank, as trustee, and the District (the “Declaration of Trust”). The District has approved a series of amendments to the Plan and the Commissioner of Education approved the District financing under the Act to provide additional funds for the purchase of real and personal property as set forth in the Plan, as amended, including the 2025 Project. There are a series of the District’s Full Term Certificates of Participation presently outstanding under the Act, including (i) \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A; (ii) \$41,715,000 Full Term Refunding Certificate of Participation, Series 2019B; (iii) \$2,710,000 Full Term Refunding Certificate of Participation, Series 2019C, and (iv) \$18,385,000 Taxable Full Term Refunding Certificate of Participation, Series 2021A (collectively, the “Outstanding Certificates of Participation”). Pursuant to such authority, the District entered into a series of Amendments to the Installment Purchase Contract, between U.S. Bank, as vendor, and the District, as vendee, which amended the Installment Purchase Contract. The District has submitted a request for review and comment for the 2025 Project and the Minnesota Commissioner of Education has approved the District’s financing of an additional \$9,795,000 in principal amount of certificates of participation under the Act to provide funds for the purchase of real and personal property for the 2025 Project.

Section 2. The Plan of Finance. The School Board hereby determines that it is necessary, expedient, and in the best educational interest of the District’s pupils and residents that the District enter into an Amendment to the Installment Purchase Contract under the Act to provide additional funds to purchase the real and personal property for the 2025 Project, and as approved by the Minnesota Commissioner of Education. Full Term Certificates of Participation,

Series 2025B, will be issued pursuant to a Supplement to the Declaration of Trust as additional certificates of participation under the Declaration of Trust. The principal amount of the Full Term Certificates of Participation, Series 2025B to be issued shall not exceed \$9,795,000 together with premium, if any, and such Full Term Certificates of Participation, Series 2025B (the “Certificates of Participation”) shall evidence the proportionate interest of the registered owners thereof in the Installment Payments to be made by the District under the Installment Purchase Contract, as amended.

Section 3. Sale of 2025B Certificates.

3.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the Certificates of Participation. The School Board desires to proceed with the sale of the Certificates of Participation by direct negotiation with Robert W. Baird & Co., Inc. in Milwaukee, Wisconsin (“Baird”), as underwriter.

3.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the Certificates of Participation and to execute a certificate purchase agreement for the purchase of the Certificates of Participation with Baird, provided the principal amount of the Certificates of Participation does not exceed \$9,795,000 and the TIC does not exceed 4.50% on the Certificates of Participation.

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

3.04 Baird is authorized to prepare and distribute an official statement related to the sale of the Certificates of Participation.

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

Section 4. Repayment of Obligations. The form, specifications and provisions for payment of the Amendment to the Installment Purchase Contract and the Certificates of Participation and the form of the Supplement to the Declaration of Trust shall be set forth in a subsequent resolution of the School Board.

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates of Participation and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Certificates of Participation when due. The District further covenants to deposit with the bond registrar and paying agent for the Certificates of Participation to be designated in the Resolution or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make

that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Certificates of Participation is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates of Participation or if, on the day two business days prior to the date a payment is due on the Certificates of Participation, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of Participation of this issue remain outstanding.

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

Section 6. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Certificates of Participation and to reimburse expenditures incurred with respect to such Project with the proceeds of the Certificates of Participation.

Adopted: October 21, 2025

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

Yeah:

Nay:

Clerk

Chair

05953\000095\1E99385.DOCX

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Farrah McKinney	\$1,000.00	DCD/ASD Setting 3-Diana Wokson	Donor knows me and wanted to support the work we are doing in our program.
Denfeld	Irving Community Association	\$4,000.00	Denfeld HS CHOIR	
Denfeld	Duluth Air Show	\$200.00	N/A	This was very volunteer hours I did as the Coach. No team members.
Denfeld	Duluth Aviation Institute	In-kind, \$6,078	Aerospace Physics/Intro to Aviation CTE course use only within the Denfeld Science Department	This donation is provided by the Duluth Aviation Institute to help support the Aerospace Physics course at Denfeld and help the development of new pilots for our area. This donation is a Jay Velocity Redbird FAA approved Flight Simulator, rudder pedals, and table stand, associated curriculum.
Denfeld	Gregg Timothy Mccall	In-kind	for automotive program	2011 Jeep grand Cherokee in need of repair
Denfeld	James and Kathy Doyle	\$1,150.00	300 CC running, 300 Nordic ski, 150 B Tennis, 250 Softball, 150 Golf	The Doyle's donate every year to our athletic teams.
Denfeld	Mark Krysiak	\$2,000.00	1000 B Hockey, 500 Golf, 500 General Athletics	
Duluth Adult Education	HERMANTOWN WALMART - MGR. PATRICK	\$75.00	N/A	HEALTHY SNACKS FOR ADULT EDUCATION STUDENTS
District Service Center	Anonymous	\$100.00	N/A	To the district through BoostMySchool

Districtwide	Irving Community Club	\$5,000.00	N/A	I was unaware that when I requested this donation that I needed a donation request form. I apologize and I will complete them moving forward.
Districtwide	Maurice's	In-kind	N/A	40 Boxes of clothes
Lakewood	Lutheran Church of the Good Shepard	In-kind	students without snacks	snacks for students
Lincoln Park	Miller Hill Subaru- Subaru of America, Inc.	\$500.00	N/A	
Lincoln Park	Subaru - Adopt A Classroom	\$3,000.00	N/A	Bethany Kubik got pre-approved to buy these books from adopt a classroom, We Ordered The Learning Books on Amazon, and the instructions for this donation are to send them the receipt via email and they will reimburse us for the books that we ordered, and I will deposit that money into the account that we used to purchase the books, by sending a check via email and printing it off, or direct deposit.
Lincoln Park	Subaru Adopt a classroom. Miller Hill Subaru	3000. Six \$500-dollar donations.	N/A	
Lincoln Park	Laman Family	\$100.00	6th Grade	
Lincoln Park	Laman Family	\$50.00	Community School Pantry	
Lincoln Park	Laman Family	\$100.00	One Book, One Day	
Lincoln Park	Adopt A Classroom from Miller Hill Subaru	\$500.00 classroom donation from AdoptAClassroom.org	To be used purchasing classroom supplies - using outside of the Adopt a Classroom Site	Lisa is going to use this donation outside of the Adopt A Classroom to purchase items, she was able to use it via the Adopt A Classroom shop online. Lisa has her teacher dashboard on the adopt a classroom website.
Lincoln Park	Adopt a Classroom from Miller Hill Subaru	\$500.00 donation from Adopt A Classroom from Miller	Use To purchase Classroom Supplies	To use to purchase classroom supplies from the Adopt A Classroom catalogue or can purchase elsewhere, Stephanie does have access to her account on Adopt a classroom.

		Hill Subaru		
Lincoln Park	Anonymous	In-kind	N/A	3 Brand new back packs for kids that need them. Was dropped off Anonymously in the office and was told that they want them to go to the students that need a new backpack or that does not have a backpack.
Ordean-East	Michael Frey	\$50.00	N/A	Worthy cause, and glad to have something to give back.
Ordean-East	Kelly Leno	\$25.00	N/A	
Ordean-East	Susan Midlo	\$200.00	N/A	
Ordean-East	Lindsey Kern	\$200.00	Peter Froehlingsdorf Seats for Success	So happy to see this!
Ordean-East	Anonymous	\$20.00	Seats for Success	We Love our Schools!
Ordean-East	Nicole Schaefer	\$25.00	Seats for Success	
Ordean-East	Rebecca Johnson	\$20.00	Seats for Success	
Ordean-East	Kara Salmela	\$100.00	Seats for Success	Happy to donate!
Ordean-East	Karin Patronas	\$50.00	Seats for success	
Ordean-East	Michell Hueffmeier	\$50.00	Seats for Success	
Ordean-East	Kathy and John Bray	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Gladys Salmela	\$135.00	Seats for Success	
Ordean-East	Kelly Thompson	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$5.00	Seats for Success	
Ordean-East	Kelly Barnstorf	\$50.00	Seats for Success	

Ordean-East	Jill Hilliard	\$25.00	Seats for Success	
Ordean-East	Kim Berrisford	\$10.00	Seats for Success	
Ordean-East	Lindsay Ekstrom	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Connie Rosandich	\$50.00	Seats for Success	My grandson just started there and I believe in public education
Ordean-East	Annie Thoreson	\$18.00	Seats for Success	
Ordean-East	Erik Sather	\$50.00	Seats for Success	
Ordean-East	Jodi Hellman	\$25.00	Seats for Success	
Ordean-East	Leah Gagne	\$50.00	Seats for Success	
Ordean-East	Jeff and Patty Engelsbjerg	\$150.00	Seats for Success	Former Students
Ordean-East	Anne Leino	\$50.00	Seats for Success	
Ordean-East	Alissa Oleksa	\$25.00	Seats for Success	
Ordean-East	SHARON MCMAHON	\$300.00	Seats for Success	Former students/Families
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anon.	\$50.00	Seats for Success	
Ordean-East	Meredith Leake	\$50.00	Seats for Success	Former Student
Ordean-East	Anna Bedogne	\$100.00	Seats for Success	
Ordean-East	Laura Laaksonen	\$75.00	Seats for Success	
Ordean-East	Melissa Goodson	\$50.00	Seats for Success	
Ordean-East	Polly Tracey	\$25.00	Seats for Success	
Ordean-East	Miranda Schoenecker	\$100.00	Seats for Success	

Ordean-East	Jon & Shawnee Stephenson	\$45.45	Seats for Success	
Ordean-East	Suzy Anderson	\$200.00	Seats for Success	
Ordean-East	Kelly Gross	\$25.00	Seats for Success	Thank you for all you do! My favorite middle school teacher, Mr. Pat Collins, who has been and still inspires the knowledge of science.
Ordean-East	Anon	\$50.00	Seats for Success	
Ordean-East	Kristina Bourne	\$45.75	Seats for Success	Because all teachers, but especially middle school teachers, work so hard to make a positive impact for our children. We appreciate you so much!
Ordean-East	Paul and Kathy Anderson	\$50.00	Seats for Success	
Ordean-East	Lisa Hultstrom	\$45.75	Seats for Success	
Ordean-East	Erica Henkel	\$25.00	Seats for Success	
Ordean-East	Peter and Tracey Kolar	\$500.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Nikki Olson	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$100.00	Seats for Success	
Ordean-East	Mindy Granley	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Joanna Olson	\$25.00	Seats for Success	
Ordean-East	Gina Ries	\$50.00	Seats for Success	
Ordean-East	Kyle Kubes	\$100.00	Seats for Success	

Ordean-East	Kelly Meadow	\$25.00	Seats for Success	
Ordean-East	Jerry & Nancy Slattery	\$150.00	Seats for Success	
Ordean-East	Mary Roiland	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$25.00	Seats for Success	
Ordean-East	Anonymous	\$50.00	Seats for Success	
Ordean-East	Lindsay Wenzel	\$100.00	Seats for Success	
Ordean-East	Anonymous	\$10.00	Seats for Success	
Ordean-East	Taj Munson	\$100.00	Seats for Success	
Ordean-East	Kelly Ziemski	\$25.00	Seats for Success	
Piedmont	The Groth Family	In-kind	For Staff Hydration Cart	Case of Dr. Pepper
Piedmont	The Denton Family	In-kind	For the Staff Hydration Cart	2 cases of Bubblr
Piedmont	The Curnow Family	In-kind	For the Staff Hydration Cart	Case of Alani
Piedmont	Paige and Rein Anderson	In-kind	For the Staff Hydration Cart	Case of Dr. Pepper
Piedmont	Michelle Freeman and family	In-kind	For the Staff Hydration Cart	2 cases of Diet Coke
Piedmont	Kaylin Russ and family	In-kind	For the Staff Hydration Cart	1 case of Poppi and 1 case of Bubbly
Piedmont	Wayne and Sandra Wilmot	\$500.00	For Ms. Owens and Ms. Rennquist Classrooms	

Piedmont	Chaquana and Ameerah McEntyre	In-kind	For staff Friday Hydration cart	Case of Cherry Pepsi
Piedmont	Hermantown Sam's Club #6320	\$50.00	N/A	
Stowe	Jennifer L Swanson	\$100.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Pam Everson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Jonathan R Cigalio	\$1,016.29	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Richard Olson, Carol Olson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Bruce Bates, Margaret Bates	\$20.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Cathy McGregor, James McGregor	\$150.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	James Peterson, Teresa Peterson	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Nancy Carlson, John Carlson	\$40.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Vicki Klein	\$50.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Bonnie Ling, David Ling	\$100.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Katherine Hanten	\$200.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Ronald Willis,	\$25.00	"In Memory of Chris Cigalio - for student	

	Jacalyn Willis		reading programs"	
Stowe	Thomas Kunze	\$200.00	"In Memory of Chris Cigalio - for student reading programs"	
Stowe	Western Bank	\$177.50	"student needs" per Western Bank	
Stowe	Gary New Duluth Community Club	\$1,000.00	For Head start Playground Fund	
Stowe	North Star Credit Union	In-kind	For staff	Snacks for teachers / ice packs

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Ordean Foundation	Stephanie Larson	Laura MacArthur Setting 3 Classroom	\$1,000.00	Community outings to practice functional and social skills

RESOLUTION

Authorized Bank Account Signer – October 2025

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Community Ed	Harbor Pointe Credit Union	XXXX9	Nathan Chapman	Anthony Bonds

HUMAN RESOURCES ACTION ITEMS FOR: October 21, 2025

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
AMOATENG, JACLYN V	SPED SMI/DCD SETTING III TEACHER/ORDEAN EAST, (BA) III, 1, 1.0, MICKELSON H.	09/29/2025	
BREILEIN, ALEXANDRA L	HOURLY TEACHER/DAE, UP TO 14HRS/38WKS, \$30.00/HR	09/17/2025	
HANNU, DEBRA A	LTS ELEMENTARY ART/LESTER PARK, (MA+45) IV, 9, 1.0, KERKHOF L.	09/15/2025	
HELBACKA, JESSIE M	BUSINESS/ECONOMICS TEACHER/DENFED, (BA) III, 8, 0.4, GIZAS S.	09/29/2025	
HELBACKA, JESSIE M	CTE COLLEGE AND CAREER READINESS/DENFELD, (BA) III, 8, 0.2, GIZAS S.	09/29/2025	
LIND, AMBER D	LTS SPED RESIDENTIAL TEACHER/MERRITT CREEK, (BA) III, 1, 1.0, HOPEN E.	10/01/2025	
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>	
BAMBENEK, AMY N	TCHR GRADE 1	01/10/2026	02/21/2026
GOODMAN, LAURA K	TCHR ECFE PARENT EDUCATOR	10/14/2025	12/23/2025
ZADDACK, AMBER L	TCHR SPED ECSE	12/08/2025	12/22/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
KEENEY, MCKENZIE K	SPED SECONDARY RESOURCE - EAST HS	09/26/2025	
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
DALBEC, SHARON M	SPED RESIDENTIAL TEACHER - MERRITT CREEK ACADEMY	06/30/2026	
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
ACKER, NORA A	OSS-INTERMEDIATE/PRESCHOOL,HEADSTART, 40/43WKS, \$19.85/HR, MCGREW P.	09/09/2025	
BURKHALTER, DANIEL F D	HOURLY MONITOR/LOWELL, UP TO 23 HRS/38WKS, \$15.00/HR	09/10/2025	
CHAPMAN, NATHAN L	COMMUNITY ED DIRECTOR/DISTRICT WIDE, 52WKS, \$120,000/YR/INDEPEDENT CONTRACT, RUPP J.	09/08/2025	
CONLEY, TOREN G	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BATTEES S.	09/24/2025	
ENGEN, KALE K	TECH TUTOR PARA/EAST, 35/38WKS, \$22.34/HR, WILCZEK C.	09/11/2025	
ERICKSEN, JACOB J	CUSTODIAN/0.5 DENFELD, 0.5 LAURA MACARTHUR, 40/52WKS, \$18.05/HR	10/06/2025	
ERICKSON, ANITA	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, \$15.68/HR, ZOLTEK L.	09/30/2025	
GOERDT, JASMINE M	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.23/HR, DRAGSTEN M.	10/13/2025	
GUTHRIE, ROBERT L	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R.	09/29/2025	
HOFFMAN, JANE D	HOURLY MONITOR/LOWELL, UP TO 23 HRS/38WKS, \$15.00/HR	10/01/2025	
JOHNSON, CASSANDRA L	SPED PROGRAM PARA/CONGDON PARK, 31.25/38WKS, \$20.45/HR, HUGHLEY M.	09/17/2025	
JOHNSON, STEVEN R	HUMAN RESOURCES MANAGER/DISTRICT WIDE, 40/52WKS, \$1,997/WK, COOK C.	10/03/2025	
JONDREAU, KIRSTEN A	SPED BUILDING WIDE PARA/LESTER PARK, 31.25/38WKS, \$20.80/HR, FALTEISEK M.	10/06/2025	
JONES, PATTY L	NUTRITIONAL SERVICE ASSISTANT/CONGDON, 15/38WKS, \$15.68/HR, TURNMIRE K.	09/18/2025	
LIND, JULIE A	HEALTH ASSISTANT LPN PARA LTS/DISTRICT WIDE, 33.75/38WKS, \$28.35/HR, ROE B.	09/17/2025	
LORICH, NICOLE J	HOURLY MONITOR/LAKEWOOD, UP TO 23 HRS/38WKS, \$15.00/HR	09/22/2025	
MCCORMICK, JOSEPH J	SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$20.19/HR,	10/13/2025	
MELTON, JEFFERY R	COORDINATOR OF AMERICAN INDIAN ED/DISTRICT WIDE, \$1,916/WK, 48WKS, WHITE S.	09/29/2025	
MUCKALA, SARAH J	SUPERVISORY PARA/EAST, 33.75/38WKS, \$19.23/HR, LAYMAN A.	09/24/2025	
NELSON, JESSIE L	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/22/2025	
NORDLUND, ANGEL M	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, \$15.68/HR, DUBOIS J.	09/22/2025	
PANK, KEALEY C	NUTRITRIONAL SERVICE ASSISTANT/LAURA MACARTHUR, 20/38WKS, \$15.68/HR, ZOLTEK L.	09/18/2025	
PARRENT, ALAN R	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$19.23/HR, TERESI W.	09/10/2025	
PASCHKE, MARY L	HOURLY FOOD SERVICE/DISTRICT WIDE, UPT TO 12HRS/38WKS, \$14.50/HR	09/29/2025	
PETERSON, TAMMI L	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$21.81/HR,	09/23/2025	
PLASCENCIA, CRISTINA V	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/10/2025	
PULKRABEK, ABIGAIL A	SPED PROGRAM PARA/CONGDON, 31.25/38WKS, \$21.68/HR, LUNDORFF J.	10/13/2025	
RAMBERG, ABBY M	HOURLY FOOD SERVICE/DISTRICT WIDE, UPT TO 12HRS/38WKS, \$14.00/HR	09/23/2025	
REAMER, BONNIE L	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR	09/10/2025	
RENNEBERG, JESSICA L	OSS-INTERMEDIATE/CAREER CENTER-EAST, 23/38WKS, \$19.85/HR, HOLLIDAY C.	09/15/2025	
RICKE, ISABELLA A	SPED BUILDING WIDE KEYZONE PARA/LOWELL, 7.5/38WKS, \$20.39/HR, KREAGER D.	09/29/2025	
SMITH, STEVEN W	SPED BUILDING WIDE ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.39/HR, MOTZKO L.	09/08/2025	
SOMERS, JACQUELINE M	HOURLY MONITOR/PIEDMONT, UP TO 23HRS/38WKS, \$15.00/HR,	09/22/2025	
SORVIK-LAROSEE, MICHELE L	INTRUCTIONAL PARA/LAURA MACARTHUR, 31.25/38WKS, \$19.23/HR, LINDULA R.	09/15/2025	
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>	
DAVIS, DEBRA A	CHILD NUTRITION ASST - LOWELL ES	09/24/2025	09/29/2025
DEFRANG, DARCIE L	BUS HELPER	09/22/2025	09/30/2025
KARON, MARIA M	NON CERT LEAVE	10/01/2025	11/28/2025
MARSHALL, HOLLY J	HEALTH ASST LPN PARA - LESTER PARK ES	09/16/2025	09/19/2025
MAYVILLE, RICHARD A	NON CERT LEAVE	01/09/2025	04/09/2026
NELSON, KATHRYN A	SPED BW PARA - MYERS-WILKINS ES	10/23/2025	10/31/2025
OHARA, AMANDA R	CHILD NUTRITION ASST - LOWELL ES	09/22/2025	09/26/2025
RENNQUIST, JEAN-PAUL F	CERT INTERMITTENT LEAVE	09/05/2025	10/10/2025
SETTERGREN, GERALDINE J	NON CERT LEAVE HEALTH ASST LPN PARA-EAST	10/06/2025	11/11/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
CARTER, WILLIAM D	SUPERVISORY PARA - EAST HS	10/02/2025	
DROUILLARD, IAN T	CHILD NUTRITION ASST - LAURA MACARTHUR ES	09/02/2025	
DUBOIS, JENNIFER R	CHILD NUTRITION ASST - LINCOLN PARK MS	09/07/2025	
GROVER, SUSAN M	CHILD NUTRITION ASST - EAST HS	09/09/2025	
HASKINS, JASMINE R	HRLY CHILD NUTRITION HELPER - CONGDON PARK ES	06/06/2025	
HEINZEN, AMANDA J	CHILD NUTRITION ASST - EAST HS	09/04/2025	
HOLL, DEBRA L	SPED PARA SETTING III/IV - PIEDMONT ES	10/08/2025	
NORDLUND, ANGEL M	CHILD NUTRITION ASST - LINCOLN PARK MS	10/02/2025	
RATAJEK, GINA M	SCHOOL BUS DRIVER II - TRANSPORTATION	06/30/2025	
SEVERANCE, THERESA C	EXEC DIRECTOR HR & OPERATIONS - DSC	10/10/2025	
SEYMOUR, CASSANDRA K	SPED PROG PARA SETTING III/IV - LAURA MAC - REVISED DATE	09/05/2025	
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
MCKEEVER, JUDITH M	SPED BW PARA - CONGDON PARK ES	10/01/2025	

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cafeteria Helper	Department: Child Nutrition
Immediate Supervisor's Position Title:	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
General Summary of Purpose Of Job: The Cafeteria Helper works under the direct supervision and receives work direction from the School Cafeteria Manager. This role provides essential support in the daily operations of the school food service program, focusing on the preparation, serving, and cleanup of meals. The Nutrition Services Assistant directly assists the Cafeteria Manager in all aspects of meal production, contributes to maintaining a clean and safe kitchen environment, and helps with basic record-keeping and cash register operations to ensure efficient meal service..	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supports the Cafeteria Manager and other assigned staff in the preparation and setup for meals, strictly adhering to proper sanitary practices and food safety procedures.
2.	Prepares various food components such as salads, sandwiches, and vegetables according to standardized recipes and instructions provided by the Cafeteria Manager.
3.	Serves food to students and staff at various food service stations, ensuring accurate portion control in accordance with established food service procedures.
4.	Operates the point of sale computer to track meal participation and handle financial transactions. Assists the Cafeteria Manager by accurately recording and updating departmental activities and records using the food service computer.
5.	Provides assistance to the Cafeteria Manager in conducting physical inventory counts, receiving deliveries, and in organizing and tracking food supplies.
6.	Performs essential cleaning and sanitation responsibilities, including dishwashing, cleaning food preparation equipment, counters, serving areas, and ensuring the proper storage of food supplies.
7.	Follows all federal, state, and local regulations regarding safety, sanitation, and food handling protocols within the kitchen and serving areas, as directed by the Cafeteria Manager.
8.	Safely operates various food service equipment used in daily operations, such as ovens, grills, dishwashers, and food processors, under the guidance of the Cafeteria Manager.
9.	Adheres to daily work schedules and specific duties outlined by the Cafeteria Manager to ensure all menu components are ready for meal service on time.
10.	Collaborates effectively with the Cafeteria Manager and other team members, contributes to a harmonious work environment, and communicates clearly.
11.	Perform other duties as required by the Cafeteria Manager, contributing to the overall efficiency and success of the food service program.

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 six (6) months of work-related experience in a food preparation facility or kitchen; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the work.
	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

- Basic food preparation procedures and methods used in institutional food preparation.
- Basic food safety and sanitary procedures involved in the preparation and storage of food items and materials.
- Basic math and record-keeping principles.
- Basic computer operations.

Skills

- Operate standard food service equipment (e.g., ovens, dishwashers, slicers).
- Perform cashier duties and operating a cash register accurately.
- Use computer-based food service software for tracking meals and records.
- Communicate effectively and professionally with supervisors, coworkers, and students.
- Following verbal and written instructions.
- Adhere to schedules, timelines, and safety procedures..

Abilities

- Work effectively and efficiently in a fast-paced kitchen environment.
- Learn and adapt to new procedures and equipment.
- Work cooperatively as part of a team.
- Follow established routines and procedures accurately.
- Organize and prioritize work based on production needs.

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 constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.

General Physical Conditions:

Work can be generally characterized as:

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

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 7/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: Cafeteria Helper II	Department: Child Nutrition
Immediate Supervisor's Position Title: Supervisor of Child Nutrition	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
General Summary of Purpose Of Job: The Cafeteria Helper II works under the direct supervision of the School Cafeteria Manager, providing essential support in the daily operations of the school food service program. This role is responsible for the preparation and cooking of large quantities of food, serving meals, and ensuring comprehensive cleanup. The Helper II plays a key role in supporting the Manager, is proficient in POS operations, and is prepared to fill in for the Manager in their absence, contributing to a high standard of food safety, efficiency, and customer service.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supports the Cafeteria Manager and other assigned staff in meal preparation and setup, ensuring strict adherence to all federal, state, and local food safety, sanitation, and handling regulations, including Safe Serve principles.
2.	Under management advisement, determines, prepares and cooks large quantities of food components such as salads, sandwiches, main entrees and vegetables according to standardized recipes and instructions provided by the Cafeteria Manager.
3.	Serves food to students and staff at various food service stations, ensuring accurate portion control in accordance with established food service procedures. Also sets up service lines.
4.	Operates the point of sale computer as cashier to track meal participation and handle financial transactions. Assists the Cafeteria Manager by accurately recording and updating departmental activities and records using the food service computer.
5.	Provides assistance to the Cafeteria Manager in conducting physical inventory counts, receiving deliveries, and in organizing and tracking food supplies and post-service clean up.
6.	Performs essential cleaning and sanitation responsibilities, including dishwashing, cleaning food preparation equipment, counters, serving areas, and ensuring the proper storage of food supplies.
7.	Safely operates various food service equipment used in daily operations, such as ovens, grills, dishwashers, and food processors, under the guidance of the Cafeteria Manager.
8.	Adheres to daily work schedules and specific duties outlined by the Cafeteria Manager to ensure all menu components are ready for meal service on time.
9.	Collaborates effectively with the Cafeteria Manager and other team members, contributes to a harmonious work environment, and communicates clearly.
10.	Perform other duties as required by the Cafeteria Manager, contributing to the overall efficiency and success of the food service program.

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 one (1) year of work-related experience in a food preparation facility or kitchen; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the work.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
A Minnesota Safe Serve Certificate.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • General food preparation procedures and methods used in institutional food preparation. • Comprehensive food safety and sanitary procedures involved in the preparation and storage of food items and materials. • Basic math and record-keeping principles. • Basic computer operations. Skills • Operate standard food service equipment (e.g., ovens, dishwashers, slicers). • Perform cashier duties and operating a cash register accurately. • Use computer-based food service software for tracking meals and records. • Communicate effectively and professionally with supervisors, coworkers, and students. • Following verbal and written instructions. • Adhere to schedules, timelines, and safety procedures. • Assist the manager in daily operations and basic problem-solving. Abilities • Work effectively and efficiently in a fast-paced kitchen environment. • Learn and adapt to new procedures and equipment. • Work cooperatively as part of a team. • Follow established routines and procedures accurately. • Organize and prioritize work based on production needs. • Assume responsibility for daily operations in the Cafeteria Manager's absence.

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 constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.				
General Physical Conditions: Work can be generally characterized as: Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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 7/2025 Board Approval: Reviewed/updated: Reviewed/updated:	

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: School Cafeteria Manager	Department: Child Nutrition
Immediate Supervisor's Position Title: Supervisor of Child Nutrition	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Food Service
General Summary of Purpose Of Job: The School Cafeteria Manager is a lead worker responsible for coordinating and overseeing all operational aspects of a complex, high-volume school food service program. As a senior member of the Child Nutrition team, this role provides work direction, guidance, and expertise to staff, ensuring the preparation of nutritious, appealing meals and the consistent adherence to safety and sanitation standards. The manager is also responsible for managing financial records, inventory, and administrative tasks, fostering a collaborative work environment, and serving as a central point of communication for the cafeteria.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Lead and coordinate the activities of Child Nutrition staff, providing work direction and guidance to accomplish food preparation and service tasks.
2.	Provide on-the-job training and mentorship to staff, assisting them with work assignments and procedures.
3.	Determine quantity and type of food to prepare, adjusting standardized recipes and portion sizes for a large student population.
4.	Oversee all daily financial transactions, including reconciling daily monetary transactions, bank deposits, and cash drawers per departmental policy.
5.	Administer and maintain accurate daily records for financial transactions, inventories, meal production counts, and other required operational reports.
6.	Develop daily work schedules and outline specific duties to ensure all multiple menu components, including ala care and main line items, are ready for meal service on time.
	Make decisions regarding food quality control, evaluating food for flavor, appearance, and temperature to ensure items are acceptable to students and staff.
7.	Ensure food is prepared and served according to all federal, state, and local regulations, providing guidance to staff on safety, sanitation, and food handling protocols.
8.	Maintain high standards of safety and sanitation in the work environment, ensuring that staff follow all required procedures in the kitchen and serving areas.
9.	Order all food, supplies, and equipment for the cafeteria to cover planned menus and operational needs.
10.	Effectively communicate all aspects of the food service operations to the kitchen staff, other school departments, and district administration.
11.	Collaborate with staff to maintain a harmonious work environment, mediating minor conflicts and elevating unresolved issues to the appropriate channels.
12.	Ensure all staff uphold policies regarding student and financial confidentiality.

13.	Lead by example in the daily performance of cafeteria duties, including food preparation, serving, setup, and cleanup, as needed.
14.	Assist in the care and maintenance of equipment, providing instruction to staff on proper use and overseeing repairs.
15.	Perform other duties as assigned, contributing to the overall success of the food service program.

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 three (3) years of experience working in a production or institutional food service operation, OR a combination of education, training and/or experience in the area of nutrition or food preparation for 100 or more, totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
A Minnesota Safe Serve Certificate within 90 days of acceptance of position

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • Preparation and care of large quantities of food. • Policies and procedures pertaining to food service programs. • Basic and intermediate mathematics for measuring conversions. • Safety and sanitary operation of kitchen equipment. • Basic recordkeeping, accounting principles, and inventory management. Skills • Advanced culinary skills for preparing a variety of food products in a multi-station cafeteria. • Effective written and verbal communication. • Conflict resolution and excellent interpersonal skills. • Basic computer skills. • Keeping accurate records and making reports. • Proficiency in using basic computer and software applications. Abilities • Organize and prioritize work based on production needs. • Coordinate staff activities and direct the preparation of a variety of products simultaneously. • Work under pressure and in a fast-paced environment. • Make effective, quick decisions. • Interpret, explain, and apply written and oral instructions and regulations.

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 constantly performed in wet or humid (non-weather) conditions such as dish room areas; near moving mechanical parts, such as slicers and choppers; and, in the extreme heat of an operational kitchen. Frequently, work is performed where there is a risk of electrical shock in wet areas where there is also (grounded) electrical equipment. Occasionally, work is performed in extreme cold, such as in freezers; and, where fumes or airborne particles, such as oven sprays, are present. The typical noise level is considered to be loud.

General Physical Conditions:**Work can be generally characterized as:**

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

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 7/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Federal Programs Clerical

SECTION I: GENERAL INFORMATION

Position Title: Federal Programs Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Federal Programs Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under limited supervision, the Federal Programs Clerical provides specialized, high-level administrative and financial support, focusing on the complex fiscal management of federal grants, non-public and homeschool programs, and Early Childhood Family Education (ECFE). This role is critical for ensuring meticulous budget oversight, accurate reporting, stringent compliance with funding regulations, and efficient data administration across various financial and student information systems. The Executive Assistant acts as a key liaison, applying strong analytical and problem-solving skills to manage diverse financial lifecycles and contribute significantly to the fiscal integrity of these vital programs.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages federal grant financial operations, including weekly budget monitoring, processing bi-weekly payroll reports, and administering stipends for Title programs.
2.	Oversees financial and administrative processes for non-public and homeschool programs, including managing registrations, tracking student status, and ensuring accurate Title funding allocation and uploads.
3.	Prepares and processes monthly Time and Effort Reports, ensuring compliance for employees funded by multiple programs, including detailed monthly reports and semi-annual signature sheets.
4.	Leads the annual grant application process, collaborating with leadership on budget components for submission by deadlines.
5.	Connects with the benefits department to reconcile employee insurance types with funding sources.
6.	Manages funding for non-public counselors and related financial allocations.
7.	Administers foster care transportation agreements, ensuring accurate documentation and processing.
8.	Develops and manages program-specific budgets and expenditure tracking, including fall non-public budgets that require extensive paperwork.
9.	Generates and analyzes various budget reports, maintaining accurate financial data, often requiring reconciliation with system discrepancies.
10.	Reconciles starting balances for specific accounts (e.g., non-public programs), independently investigating and correcting discrepancies.
11.	Manages homeschool program administration, including sending out notifications and uploading required forms to student information systems.
12.	Oversees administrative processes for Early Childhood Family Education (ECFE) programs, including student enrollment, roster management in student information systems, and coordination of supplies.

13.	Develops and maintains complex digital and paper spreadsheets for financial tracking, reporting, and data transfer.
14.	Supports cross-functional teams by providing accurate financial and program data, and resolving related issues.
15.	Performs other related duties as assigned, supporting the overall financial integrity and operational efficiency of the grants and early childhood programs.

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 six (6) years of progressively responsible experience in finance, accounting, or executive-level administrative support, demonstrating a strong understanding of financial operations, particularly in grant management or program-specific finance, OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
- Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred and may substitute for some of the required experience. - Experience in state and/or federal grant management.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge - In-depth knowledge of federal grant regulations, compliance requirements, and reporting standards. - Thorough understanding of financial accounting principles (GAAP), budgeting, and reconciliation practices. - Expertise in managing budgets for various funding sources (federal, non-public, specific programs). - Advanced proficiency in enterprise financial systems and highly advanced use of Microsoft Excel for complex data modeling, analysis, and reporting. - Familiarity with student information systems and online registration processes. - Understanding of Time and Effort reporting requirements for federally funded positions. - Principles of data integrity and meticulous record-keeping for audit purposes Skills - Exceptional analytical and problem-solving skills for complex financial discrepancies. - Superior spreadsheet development and management for detailed financial tracking and reporting. - Meticulous attention to detail and accuracy in financial processes. - Strong organizational and project management to oversee multiple grants and budgets. - Excellent written and verbal communication for reports and stakeholder collaboration. - Interpret and apply complex federal and state regulations for program compliance. - Proactive identification and resolution of financial and administrative challenges.

Abilities

- Work independently with minimal supervision, demonstrating initiative and efficiency.
- Analyze, interpret, and present complex financial data.
- Quickly adapt to changing federal guidelines, program requirements, and reporting standards.
- Collaborate effectively with cross-functional teams.
- Manage sensitive information with absolute confidentiality.
- Prioritize and manage multiple competing deadlines.
- Contribute to process improvement for financial and administrative workflows.

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

Finance Clerical

SECTION I: GENERAL INFORMATION

Position Title: Finance Clerical	Department: Business Services
Immediate Supervisor's Position Title: Finance Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under limited supervision, The Finance Clerical provides essential administrative and specialized financial support, playing a pivotal role in the district's fiscal health. This is not a traditional administrative role; it requires advanced operational leadership, meticulous management of complex financial lifecycles, and a deep understanding of federal and state regulatory compliance. The team's structure is built on specialization. Each member is specifically hired and trained for a core function: Accounts Payable (AP), Accounts Receivable (AR), or Purchasing. This ensures expertise in each area. The role of Executive Assistant is to support these specialized functions by demanding a high degree of accuracy and analytical ability, exercising independent problem-solving, and serving as a key liaison with internal departments and external partners to ensure the integrity and timely processing of all financial transactions.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages Accounts Receivable (A/R) processes, including creating and sending out billing statements, recording journal entries, and processing payments for the District.
2.	Processes and reconciles daily deposits, by printing bank activity, matching deposits, and accurately entering all transactions into the financial system (e.g., Skyward), including monitoring for fraud alerts.
3.	Executes Accounts Payable (A/P) operations, receiving, verifying accuracy, obtaining approvals, and processing vendor invoices in a timely manner, including scanning to financial software.
4.	Reconciles complex vendor invoices, splitting amounts across departments/budget codes, resolving discrepancies, and addressing past-due bills or credit balances.
5.	Processes weekly check runs, verifying payment accuracy and remittance, preparing checks for printing, and initiating check voids and reissues.
6.	Administers purchasing procedures, overseeing site purchasing, meeting with vendor representatives, reviewing quotes for tax exemption, ensuring complete product descriptions, and assigning budget codes for tracking.
7.	Manages purchase orders (P.O.s) activities, including sending P.O.s to vendors, facilitating shipments to sites, and managing annual blanket P.O.s, ensuring alignment with district policies.
8.	Maintains accurate financial records and reconciliations, performing monthly bank statement reconciliations, verifying aging reports, processing monthly credit card invoices, and managing cash receipts.
9.	Ensures financial compliance and reporting, verifying 1099 data, setting up 1099s, applying in-depth UFARS knowledge to daily tasks, and pulling invoices for auditors.

10.	Provides support for staff financial needs, processing refunds and reimbursements, assisting with air travel and state travel agent coordination, and managing pre-approval forms.
11.	Collaborates and communicates extensively with building/department clerical staff, principals, coordinators, and other staff daily to answer questions, resolve problems, and explain financial policies and procedures.
12.	Manages vendor relationships, receiving and responding to inquiries, concerns, complaints, and requests for assistance from vendors in a professional and courteous manner.
13.	Assists with training and professional development, hosting informational sessions for other clericals, and training new office/clerical staff on A/R and A/P procedures.
14.	Attends staff meetings, trainings, seminars, and workshops to enhance job knowledge and skills.
15.	Performs general office and administrative tasks, including establishing and maintaining files, copying, filing, faxing, emails, answering telephones, and assisting with special projects as required.

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 six (6) years of progressively responsible experience in finance, accounting, or executive-level administrative support, demonstrating a strong understanding of financial operations., OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred.
- Experience in school finance preferred.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- In-depth knowledge of district financial policies, accounting standards, and internal controls.
- Thorough understanding of federal, state, and local financial regulations and compliance (e.g., UFARS, 1099s, audit guidelines).
- Advanced customer service principles and professional etiquette in financial interactions.
- Expertise in modern financial office administration and organizational best practices.
- Advanced proficiency in enterprise financial software (e.g., Skyward, Frontline) and Microsoft Excel for complex data analysis.
- Mastery of complex digital and physical financial record-keeping and audit readiness.
- Comprehensive understanding of GAAP, including A/R, A/P, purchasing, and basic payroll principles.
- Knowledge of audit preparation processes.

Skills

- Exceptional organizational and time management skills for high-volume, deadline-driven financial workloads.
- Superior verbal and written communication skills to articulate complex financial information clearly.
- Absolute discretion and strict confidentiality with sensitive financial data.
- Proficient operation of office equipment essential for financial processing.
- Skill in designing and maintaining robust financial filing and record management systems.
- Adept at interpreting, applying, and ensuring strict adherence to complex financial policies and regulations.
- Strong judgment and analytical skills to resolve complex financial discrepancies and sensitive issues proactively.
- Advanced data analysis and reconciliation skills using spreadsheets for financial validation and reporting.
- Proactive problem-solving skills to anticipate and mitigate operational challenges.

Abilities

- Foster collaborative relationships with staff, vendors, and external partners.
- Work independently with minimal supervision, demonstrating initiative and efficiency under pressure.
- Independently identify, analyze, and resolve complex financial and administrative problems.
- Uphold the highest level of confidentiality and ethical standards.
- Meticulously classify, record, retrieve, and verify large volumes of financial data.
- Leverage advanced financial software features to optimize workflows and generate reports.
- Apply strong mathematical aptitude for complex financial calculations and data validation.
- Contribute to developing and refining financial procedures and internal controls.
- Train and guide other clerical staff on financial procedures and systems.
- Adapt and remain flexible amidst evolving regulations, software, and priorities.

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: 10/2025

Reviewed/updated:

POSITION DESCRIPTION

ALC/AEC Clerical

SECTION I: GENERAL INFORMATION

Position Title: ALC/AEO Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: ALC/AEO Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under minimal supervision, the Area Learning Center (ALC)/Academic Excellence Online (AEO) Clerical serves as a vital administrative hub for the Area Learning Center (ALC) and Academic Excellence Online (AEO) programs. This role provides comprehensive administrative and operational support to program leadership and staff, ensuring the efficient and sensitive operation of the school. Managing critical daily operations, this position encompasses a broad range of responsibilities including complex student enrollment and records management, essential health support, technical assistance, and intricate logistical coordination. Acting as a primary liaison for students, families, and external entities, the ALC/AEO Clerical collaboratively develops and refines inter-office operating procedures, navigates a dynamic and often sensitive environment, and handles diverse responsibilities with exceptional organizational skills, advanced systems proficiency, and a proactive approach, all while maintaining strict confidentiality.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serve as the primary front office contact, providing a welcoming and safe space while handling communications with students, families, and external agencies.
2.	Manage all student enrollments for ALC and AEO programs, including processing changes, summer school, and scheduling.
3.	Maintain comprehensive permanent student records, including highly sensitive special education and medical information.
4.	Perform registrar duties like requesting records, inputting transcripts, and verifying credit accuracy for graduation.
5.	Ensure accurate MDE reporting data coding for various student attributes and program participation.
6.	Actively monitor physical school space access via electronic systems and respond to student crisis situations with appropriate training.
7.	Manage all budget activities and purchasing, including requisitions, invoices, stipends, and check deposits.
8.	Provide essential technology support, including Chromebook checkout, password assistance, and submitting Help Desk tickets.
9.	Coordinate substitute teacher logistics and manage staff leave rosters.
10.	Lead the ALC & AEO Graduation planning, including venue, supplies, advertising, and diploma distribution.
11.	Process all student transcript requests for colleges, scholarships, and employment.
12.	Oversee School Within a School (SWS) enrollments and provide training on procedures to counselors and administrators.

13.	Provide basic student health support, including first aid and dispensing medication, as the on-site nurse.
14.	Manage complex reports and data analysis for program tracking and student progress.
15.	
16.	Performs other related duties as necessary to support the overall operations and needs of the programs.

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 five (5) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	• Experience in a similar complex administrative or registrar role within an alternative education program or high school setting. • Demonstrated experience in crisis intervention or de-escalation techniques relevant to working with at-risk youth.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • Deep knowledge of alternative learning programs, enrollment processes, and structures. • Comprehensive understanding of student records, including sensitive special education and medical data. • Expertise in student information systems for data entry, reporting, and record maintenance. • Thorough understanding of high school graduation, credit evaluation, and post-secondary applications. • Familiarity with budget activities, requisitions, invoices, and accounting. • Working knowledge of first aid and emergency protocols for student health and crisis situations. Skills • Excellent at managing high-volume tasks, parent inquiries, and deadlines. • Superior verbal and written skills for empathetic, professional interactions with all. • Problem-solving and independent resolution skills for student and operational issues. • Strong attention to detail and accuracy in all data, finances, and records. • Advanced skills in relevant software, including communication tools. • Strong interpersonal skills to collaborate and maintain composure in challenging situations Abilities • Work autonomously, exercising sound judgment in sensitive student matters and daily operations. • Manage significant workload effectively in a dynamic, high-stress environment. • Maintain strict privacy of all student and family information. • Adapt quickly to new challenges, program changes, and unexpected situations. • Provide clear, accurate guidance on ALC/AEO programs and resources.

- Calmly and competently respond to medical or behavioral crises without on-site nurse support.

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

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

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

General Physical Conditions:

Work can be generally characterized as:

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

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
American Indian Education Clerical

SECTION I: GENERAL INFORMATION

Position Title: American Indian Education Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: American Indian Education Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the American Indian Education (AIE) Program Clerical provides essential administrative support to American Indian Education program and the Coordinator of Indian Education. This role is fundamental in maintaining student data, facilitating communication with a diverse student population and their families, and offering comprehensive support to multiple parent committees. The AIE Program Assistant contributes to program compliance, assists with financial administration, and supports the coordination of key program events, directly aiding in the program's efficient operation and success.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Maintains accurate student data for the AIE program, including tracking student numbers and program participation.
2.	Provides administrative support to parent committees (such as the American Indian Parent Advisory Committee (AIPAC), Johnson O'Malley (JOM) Committee, and Title VI Committee), which includes scheduling meetings, preparing materials, maintaining records, and processing contact updates and reimbursements.
3.	Attends parent committee meetings when the AIE Coordinator is unavailable, taking detailed notes and representing the program.
4.	Assists with annual compliance and reporting requirements for the American Indian Education program, including JOM and Title VI reports, and submitting necessary documentation to the state (MDE)
5.	Supports the American Indian Education Program Plan, assisting the Coordinator with documentation and related processes (e.g., non-concurrence/concurrence).
6.	Process expense reimbursements for various program activities, including JOM.
7.	Assists with contract administration for program services, including drafting contracts for review.
8.	Supports the coordination and execution of major program events, such as the annual Graduation Banquet, by assisting with logistics, invitations, catering, gift ordering, and decorations.
9.	Creates and updates program-specific documents and forms, ensuring accuracy for various AIE initiatives.
10.	Assists with the management of program funding and its allocation within the AIE department.
11.	Performs general clerical and administrative duties as needed to support the overall efficiency and organization of the department.
12.	Performs other related duties as assigned, contributing to the overall success and operations of the American Indian Education program

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 three (3) years of administrative support or office clerical experience, preferably in an educational or community-focused setting, OR a combination of education and experience totaling (4) 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

- Working knowledge of general office administration, record-keeping, and event coordination.
- Familiarity with basic financial processes, including expense reimbursements and contract documentation.
- Familiarity with basic computer applications for document creation and data entry.
- Knowledge of or willingness to learn about American Indian Education programs, relevant state/federal regulations (e.g., Title VI, JOM), and cultural protocols.
- Proficiency in Microsoft Office Suite and other relevant software for document creation and data management

Skills

- Strong organizational skills to manage multiple tasks, records, and event logistics.
- Clear and professional verbal and written communication skills for note-taking, correspondence, and committee interactions.
- Attention to detail and accuracy in data entry, financial processing, and compliance documentation.
- Ability to solve routine administrative problems.
- Effective interpersonal skills for engaging with families, committee members, and staff.

Abilities

- Work effectively under general supervision, following instructions and procedures.
- Prioritize tasks and manage time effectively.
- Maintain strict confidentiality of sensitive student and program information.
- Communicate clearly and respectfully with diverse stakeholders, including families and community members.
- Adapt quickly to new administrative procedures and system functionalities.
- Collaborate effectively with the AIE Coordinator and other departmental staff.
- Demonstrate cultural sensitivity in all interactions related to the American Indian Education program.

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

Employee is required to:	Never	1-33%	34-66%	66-100% Continuously
--------------------------	-------	-------	--------	----------------------

		Occasionally	Frequently	
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
Career Center Clerical

SECTION I: GENERAL INFORMATION

Position Title: Career Center Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the Career Center Clerical provides essential administrative and program support within the high school Career Center. This role is central to assisting students with post-secondary planning, managing career-related resources, coordinating a wide array of events and visits, and facilitating communication between students, colleges, military branches, and community organizations. The incumbent plays a proactive role in supporting student success in college, career, and military readiness, while also providing crucial administrative assistance to the Counseling Department and maintaining comprehensive resource material	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Assists students with post-secondary applications, including transcripts.
2.	Provides career guidance and presentations: tours, project support, and senior year readiness.
3.	Conducts student outreach and follow-up: surveys, post-high school planning, job shadowing, and job searches.
4.	Administers the scholarship program: weekly updates, advertising (announcements, flyers, social media), and counselor coordination.
5.	Develops and publishes a monthly Career Center Newsletter, including talks, events, scholarships, and employment.
6.	Coordinates PAWS Day events: schedules career talks, college visits, and military visits.
7.	Plans and organizes comprehensive on-site career fairs and events (e.g., Military, Trades, College, Job Fairs, Decision Day).
8.	Arranges and facilitates on-site visits and presentations by colleges, military branches, and community professionals.
9.	Organizes and assists with field trips: bus orders, permission slips, announcements, sign-ups, and chaperoning.
10.	Assists in coordination with College Knowledge Month events: scholarship help, application assistance, FAFSA, and ACT study material advertisement.
11.	
12.	Attends regular planning meetings with Career Center staff and counselors.
13.	Provides general administrative support to the Counseling Department.
14.	

- | | |
|-----|--|
| 15. | Coordinates and manages external professional outreach for career talks and job shadowing opportunities. |
| 16. | Performs other duties as assigned to support program and department operations. |

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 two (2) years of administrative or clerical experience , preferably in a school, counseling, or career services environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's degree in Office Administration, Human Services, or a related field.
- Experience working directly with high school students and families.
- Familiarity with college application processes, financial aid (FAFSA), and scholarship resources.
- Experience with event planning and community outreach.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of high school operations, administrative support, and record-keeping practices.
- Understanding of post-secondary planning resources (college, military, trades, careers, scholarships).
- Familiarity with social media platforms for advertising and communication.
- Basic knowledge of event planning and coordination principles.

Skills

- Exceptional organizational and project management skills to plan and execute numerous events.
- Strong verbal and written communication skills for presentations, newsletters, and outreach.
- Meticulous attention to detail and accuracy in managing student records, scholarship data, and event logistics.
- Proficiency in online platforms for communication and data management.
- Problem-solving skills to independently address student inquiries and logistical challenges.
- Effective interpersonal skills for building rapport with students, parents, staff, and community partners.

Abilities

- Work independently and collaboratively in a dynamic, student-centered environment.
- Prioritize multiple tasks and manage time effectively to meet deadlines.
- Maintain strict confidentiality of sensitive student information.
- Guide and assist students with complex application processes and post-secondary research.
- Adapt quickly to changing program needs and priorities.
- Present information clearly and engagingly to groups of students and adults.

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
Community Education Clerical

SECTION I: GENERAL INFORMATION

Position Title: Community Education Clerical	Department: Human Resources
Immediate Supervisor's Position Title: Community Education Director	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under limited supervision, the Community Education Clerical provides essential administrative support requiring a high degree of awareness, tact, creativity, and initiative. This role is responsible for complex staff support activities, often involving directing or completing projects and resolving complex problems and work issues. This designation requires extensive knowledge of the department's operations, with work activities frequently having district-wide impact and implications for Community Education programs and services.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Performs comprehensive administrative and staff support duties, including preparing correspondence, letters, reports, forms, requisitions, and related materials.
2.	Serves as a primary liaison with other district units and external entities, screening calls and mail to independently resolve complaints, problems, conflicts, or questions within established guidelines, and arranging for meetings, conferences, and notices. Responds to public inquiries regarding Community Education programs and services.
3.	Manages budget and financial activities for the department, including monitoring and tracking expenditures, preparing and processing requisitions, processing invoices for payment, submitting reimbursement forms, and handling stipends.
4.	Executes various special projects, which involves researching, compiling, and analyzing data from diverse sources to prepare and summarize information for specialized reports (e.g., NCEA Report, Annual Contract Reports for Drivers Ed/KeyZone).
5.	Administers and interprets rules, regulations, policies, and procedures to staff, students, and the general public, ensuring compliance and providing necessary guidance.
6.	Provides specialized program support, monitoring and maintaining documentation related to program operations (e.g., ECFE, Safe Routes to School), processing program eligibility applications, and participating in the preparation of program-specific reports and forms.
7.	Coordinates and manages departmental communications and outreach efforts, including updating the district webpage for Community Education, managing social media accounts, assisting in the production of the thrice-yearly Community Education catalog, and preparing content for the Teaching, Learning, and Equity (TLE) newsletter.

8.	Facilitates and supports internal and external meetings, attending as needed to provide agenda and minutes support, setting up Advisory Council meetings, and preparing departmental updates for TLE meetings.
9.	Manages office logistics and resources, including serving as a KeyZone liaison for district communications, ordering supplies, and assisting with the packing and mailing of business cards.
10.	Performs other related work as assigned, contributing to the overall efficiency and effectiveness of the Community Education Department.

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 three (3) years of progressively responsible experience in advanced staff support, or a closely related business support role is preferred, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Minimum two (2) year college degree preferred. Related coursework preferred.
- Experience in coordinating projects, logistics, and training events.
- Experience in school district setting preferred.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- District policies, regulations, procedures, and processes.
- Applicable state and federal rules, regulations, policies, and procedures.
- Customer service principles and practices.
- District budgeting and contract pay processing.
- Modern office methods, practices, and procedures.
- Bookkeeping and basic accounting principles.
- Advanced to expert level personal computer operations and software applications.

Skills

- Planning, organizing, and setting work priorities, and working independently with no immediate supervision.
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Gaining cooperation and conformance from others without authority.
- Interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
- Communication skills, both oral and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students, and the general public.
- Maintaining confidentiality with sensitive information, issues, and situations.

Abilities

- Work independently with no immediate supervision on a broad range of duties.
- Resolve complex problems and work issues, exercising tact and initiative.
- Direct or obtain assistance from other support staff as needed.
- Apply extensive knowledge of office/school operations to tasks with district-wide impact.
- Interpret, explain, and apply complex written and oral instructions, procedures, and regulations.
- Maintain confidentiality with sensitive information.
- Plan, organize, and prioritize work effectively to meet deadlines.
- Communicate clearly and effectively, both orally and in writing, with diverse stakeholders.
- Develop and maintain effective working relationships.

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

Duluth Adult Education Clerical

SECTION I: GENERAL INFORMATION

Position Title: Duluth Adult Education Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Duluth Adult Education Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under direct supervision, the Duluth Adult Education (DAE) Clerical provides administrative and office support to the Duluth Adult Education program. This position primarily assists DAE staff and adult learners with routine tasks. The position contributes to the smooth operation of the DAE center by handling basic clerical duties, maintaining organization, and upholding confidentiality.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Greet and assist adult learners and visitors at the DAE front desk.
2.	Answer incoming phone calls, take messages, and direct inquiries to appropriate staff.
3.	Provide basic program information, such as class schedules and general directions, to learners.
4.	Assist with the distribution and collection of student enrollment and program forms.
5.	Handle general office tasks, including precise filing, copying, and scanning of documents.
6.	Process incoming and outgoing mail, sorting and distributing as needed.
7.	Maintain organized common areas and assist with office supply inventory and stocking.
8.	Prepare classroom materials, such as making copies and assembling instructional packets.
9.	Ensure the strict confidentiality of all adult learner and program information.
10.	Provide general administrative support to ABE instructors and staff as directed.
11.	Prepares financial reports for Coordinator.
12.	Monitors, tracks, communicates with and enrolls new students through registration process. Assists in preparations for official GED testing following State of Minnesota guidelines.
13.	Performs bookkeeping functions including but not limited to tracking budget activities, preparing requisitions, creating purchase orders, and verifying timesheets.
14.	Updates marketing materials and calendars including online and print.
15.	Coordinates and manages volunteer inquiries and training.

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:
	Required Work Experience in Addition to Formal Education/Training:
	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

- Basic office methods and procedures.
- Fundamental computer operations and common software applications.
- Basic customer service principles.

Skills

- Organizing assigned tasks and following simple work priorities.
- Communicating clearly and courteously, both verbally and in writing.
- Accurate data entry and basic record keeping.
- Operating standard office equipment (e.g., copier, printer).
- Identifying routine problems and seeking guidance when needed.

Abilities

- Follow detailed instructions accurately and consistently.
- Maintain strict confidentiality of all adult learner and program information.
- Learn new procedures and systems quickly.
- Remain patient and helpful when interacting with diverse adult learners and staff.

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

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

Up to 100 lbs.	√			
More than 100 lbs.	√			
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
Early Childhood Programs Clerical

SECTION I: GENERAL INFORMATION

Position Title: Early Childhood Programs Clerical	Department: Early Childhood
Immediate Supervisor's Position Title: Early Childhood/Head Start Coordinator	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under limited supervision, the Early Childhood Programs Clerical provides comprehensive administrative and office support crucial for the effective operation of assigned programs. While in this role, the Early Childhood Program Clerical requires substantial judgment and analytical ability to manage a wide range of work activities, often involving complex data entry, record-keeping, and coordination. The incumbent operates with a significant degree of discretion, serving as a key information contact and ensuring smooth administrative processes that directly support students, families, and staff.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Performs a wide variety of administrative and staff support activities, including typing correspondence, reports, forms, requisitions, and other materials. This involves efficient copying, faxing, distributing, filing, and coding information, as well as complex data entry into various records and systems.
2.	
3.	
4.	Manages payroll-related data processing, including verifying time records, reconciling attendance discrepancies, and handling leave-without-pay documentation.
5.	Manages student data and records, including processing enrollments and applications, maintaining accurate attendance, updating program-specific spreadsheets, and coordinating related student information such as transportation.
6.	Administers student health and compliance records, verifying immunization records from state database and ensuring proper entry into District systems.
7.	Supports staff credentialing and training compliance, including tracking teaching licenses, CPR/First Aid certifications, and other trainings for teachers and paras, and ensuring these are entered into needed systems.
8.	
9.	
10.	Facilitates communication and outreach efforts, including preparing and assembling home visitor packets for teachers, managing mass mailings, and assisting with online registration.
11.	Performs administrative tasks, such as tracking volunteer hours, background checks and processing staff changes for Minnesota and National Head Start Association.

12.	
13.	Performs other related work as assigned, contributing to the overall efficiency and effectiveness of Early Childhood Programs.

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 two (2) years of experience in broad staff support, or a closely related business support role is preferred, 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 • District policies, regulations, procedures, and processes. • Applicable state and federal rules, regulations, policies, and procedures relevant to early childhood programs and financial operations. • Customer service principles and practices. • Modern office methods, practices, and procedures. • Advanced personal computer operations and various software applications (including student information systems like Skyward, Frontline, Child+, I/C). • Complex record keeping and filing methods and practices. • Bookkeeping and payroll principles, practices, and procedures. Skills • Organizing and prioritizing a wide range of work activities effectively. • Communicating clearly and concisely, both orally and in writing. • Maintaining strict confidentiality with sensitive information, issues, and situations. • Operating various office equipment efficiently. • Implementing and maintaining complex office files and records. • Applying and administering various district operating policies and procedures. • Utilizing effective judgment and protocol in handling sensitive situations and conflicts within established policies and procedures. • Performing data entry and verification with high accuracy. • Identifying and resolving routine administrative and operational issues. Abilities

- Work independently with limited work instructions and a significant degree of discretion.
- Exercise substantial judgment and analytical ability in complex work activities.
- Obtain assistance from other support staff to accomplish work projects.
- Serve as a reliable liaison and information contact for diverse stakeholders.
- Manage a wide range of administrative and program-specific tasks simultaneously.
- Adapt to changing priorities and deadlines in a dynamic environment.
- Proactively identify and address potential issues before they escalate.

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
Early Childhood Screening Clerical

SECTION I: GENERAL INFORMATION

Position Title: Early Childhood Screening Clerical	Department: Early Childhood
Immediate Supervisor's Position Title: Supervisor of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the Early Childhood Screening Clerical is responsible for the efficient scheduling, coordination, and data management of the district's Early Childhood Screening program. This role is crucial in ensuring that young children receive timely screenings, involves extensive communication with families both within and outside the district, precise data entry into the student information system, and meticulous record-keeping to support kindergarten readiness and compliance.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages and maintains the Early Childhood Screening schedule, including scheduling new appointments, rescheduling cancellations, and coordinating screenings for external partners (e.g., Hartley Nature Center Preschool/Daycare).
2.	Coordinates and schedules out-of-district screenings for students residing in surrounding areas (e.g., Two Harbors, Esko, Cloquet).
3.	Enters and maintains accurate student data related to early childhood screenings into the district's student information system (e.g., Infinite Campus).
4.	Processes and utilizes online registration data for early childhood screenings, minimizing manual paperwork.
5.	Maintains detailed spreadsheets to track students by their kindergarten enrollment year, coordinating data matching with relevant district personnel.
6.	Conducts follow-up communication and coordination with schools for children who have not completed their screening prior to kindergarten enrollment deadlines (e.g., before September).
7.	Serves as a primary point of contact for families regarding screening appointments and general inquiries.
8.	Performs other related duties as assigned, contributing to the overall effectiveness and efficiency of the Early Childhood Screening program.

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 two (2) years of experience in broad staff support, or a closely related business support role is preferred, 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 - Working knowledge of administrative and office procedures. - Familiarity with data entry best practices and maintaining data integrity. - Understanding of scheduling logistics and calendar management. - Basic knowledge of student information systems functionality (e.g., Infinite Campus). Skills - Exceptional organizational and time management skills for managing complex schedules. - Strong attention to detail and accuracy in data entry and record-keeping. - Effective verbal and written communication skills for interacting with families, school staff, and external partners. - Proficiency in spreadsheet software (Excel) for tracking and analysis. - Problem-solving skills to resolve scheduling conflicts and data discrepancies. Abilities - Work independently with minimal supervision, managing a high volume of scheduling requests. - Prioritize tasks effectively to meet deadlines and program needs. - Communicate sensitively and clearly with parents and guardians. - Learn and adapt quickly to new software systems and district procedures. - Maintain confidentiality of sensitive student and family information. - Collaborate effectively with other district departments and external organizations.

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

Elementary School Clerical

SECTION I: GENERAL INFORMATION

Position Title: Elementary School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Elementary Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under minimal supervision, the Elementary School Clerical plays a pivotal and central role in the daily operations and smooth functioning of the elementary school office. This position serves as the primary point of contact for students, parents, and visitors, acting as the welcoming "face of the school." The Lead Clerical is responsible for managing a wide range of administrative, communication, and logistical tasks, often working autonomously and exercising independent judgment. This role requires exceptional organizational skills, a proactive approach, strong communication abilities, and the capacity to manage multiple priorities in a dynamic and fast-paced environment, frequently as the sole office staff member.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage the main office operations, providing a welcoming first point of contact for students, parents, and visitors throughout the day.
2.	Oversee school security, actively monitoring security cameras and managing building access and behavior supports, including daily lock-down procedures and maintaining emergency plans.
3.	Process student arrivals, accurately checking in tardy students and verify IDs for alternate student pick-ups.
4.	Handle all incoming communications, efficiently answering and directing phone calls, and serving as the central hub for staff requests.
5.	Maintain comprehensive calendar management for the Principal and all shared school spaces, such as conference rooms.
6.	Manage student attendance records, including daily sick calls and processing all necessary student record requests and transfers.
7.	Coordinate substitute teacher logistics, preparing substitute materials and assisting with sub onboarding.
8.	Oversee all school purchasing, from ordering general office and copier supplies to fulfilling specific material requests for teachers.
9.	Produce and disseminate the weekly school newsletter, gathering content, assembling the layout, and coordinating feedback with key stakeholders.
10.	Provide essential technology support, setting up staff phones, maintaining copy machines/printers and managing access badges for personnel.
11.	Facilitate major school events and field trips, handling all arrangements, necessary paperwork, and managing associated funds.
12.	Prepare and distribute report cards.

13.	Assists in implementing the school discipline plan by providing supervision of student who are detained in the office area, provide other direct support and assist with basic first aid duties as needed.
14.	Provides administrative and operational assistance to administrators and district staff, adapting to changing needs.

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 five (5) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
• Experience in an elementary school setting. • Experience managing calendars for multiple individuals or spaces. • Experience handling school funds or budgets. • Prior experience coordinating school-wide events or programs.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • Comprehensive understanding of elementary school daily operations and student management. • Familiarity with school safety protocols, including security camera monitoring and crisis response and student health/safety protocols. • Knowledge of student record-keeping procedures and confidentiality guidelines. • Basic understanding of purchasing, inventory, and budget reconciliation. Skills • Excellent at managing high-volume tasks, frequent interruptions, and deadlines for young children's needs. • Superior verbal and written skills for patient, welcoming interactions with children, staff, and parents. • Calmly resolves immediate student needs (e.g., illness), addresses parent concerns, and adapts. • Meticulous accuracy in all data, records, especially student health, emergency, and attendance. • Advanced skills in relevant software, including parent communication platforms. • Collaborates effectively with staff, children, and parents; shows warmth and empathy. Abilities • Works autonomously, uses sound judgment for immediate student and parent needs. • Manages tasks effectively in a bustling, unpredictable environment with many interactions. • Maintains strict privacy of sensitive information, particularly health and family matters. • Adjusts quickly to new challenges, especially regarding student well-being and school safety. • Provides clear, helpful support; serves as a welcoming first contact for families.

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
Elementary School Attendance Clerical

SECTION I: GENERAL INFORMATION

Position Title: Elementary School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Elementary Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under direct supervision, the Elementary School Attendance Clerical provides essential administrative support, primarily assisting with the daily tracking and recording of student attendance. This position performs routine clerical duties, helps facilitate communication with families regarding absences, and supports the front office by following established procedures. The clerical assists in informing students and the public about basic attendance rules and contributes to the efficient operation of the school office by performing assigned tasks.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manage daily student attendance tracking and records, including processing tardy check-ins and recording absences.
2.	Helps prepare and distribute attendance-related communications, records information into files, and makes routine attendance calls to parents/guardians.
3.	Serve as a building liaison, screening calls and mail, specifically handling attendance calls or questions, and attempting to independently resolve or address problems within established guidelines.
4.	Serves as a point of contact for routine attendance questions, directs calls and inquiries to appropriate staff, and relays information within established guidelines.
5.	Assists in communicating basic attendance rules, regulations, and procedures to students, staff, and the general public.
6.	Performs related clerical work as assigned to support overall school office efficiency.

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:
	Required Work Experience in Addition to Formal Education/Training:
	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**

- District policies, regulations, procedures, and processes.
- Customer service principles and practices.
- Modern office methods, practices, and procedures.
- Personal computer operations and software applications.

Skills

- Organizing assigned tasks and following work priorities.
- Meeting deadlines and adapting to shifting priorities.
- Cooperating effectively with others.
- Interpreting and applying basic written and oral instructions.
- Communicating clearly, both verbally and in writing.
- Identifying routine problems and seeking guidance for complex issues.
- Interacting tactfully and respectfully with staff, students, and the public.
- Maintaining confidentiality of sensitive information.

Abilities

- Follow detailed instructions accurately.
- Maintain strict confidentiality of all student and sensitive information.
- Learn new procedures, software applications, and systems quickly.
- Remain calm, patient, and courteous in busy or occasionally stressful situations.
- Organize and maintain accurate physical and digital records.
- Prioritize assigned tasks effectively to meet daily deadlines.

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
Enrollment and Student Data Specialist

SECTION I: GENERAL INFORMATION

Position Title: Enrollment and Student Data Specialist	Department: Business Services
Immediate Supervisor's Position Title: Executive Director of Business Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under administrative direction, the Enrollment & Student Data Specialist plays a pivotal and highly specialized role, serving as the primary lead for district-wide student enrollment processes. This position is responsible for overseeing comprehensive student registration, managing complex open enrollment and transfer requests, and ensuring the meticulous accuracy and integrity of student data within the district's information systems. The Specialist ensures strict compliance with local, state, and federal regulations, serves as a key communication liaison with families and staff, and provides essential data management and system support to maintain reliable and equitable student placement.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Oversees student registration and enrollment, processing new and returning students, and ensuring collection and verification of required documentation (e.g., birth certificates, immunizations).
2.	Serves as the primary point of contact for families, providing comprehensive information on enrollment processes, school programs, and district policies, while fostering equitable access.
3.	Manages student data within the district's Student Information System (SIS), ensuring accurate entry, ongoing updates, and integrity of all student records, including transportation information.
4.	Facilitates appropriate student placement in schools or programs, considering factors such as grade level, special needs, language proficiency, and attendance boundaries.
5.	Processes and manages all student transfers between district schools and handles open enrollment requests in coordination with relevant administration.
6.	Ensures strict compliance with local, state, and federal regulations for enrollment procedures and student data, including interpreting and implementing legal documentation.
7.	Supports critical compliance reporting, preparing CRDC Reports, assisting the MARSS Coordinator with data extraction and error correction, and preparing for audits related to student data.
8.	Collaborate with FIT Coordinators to ensure timely determination of McKinney Vento.
9.	Develops and delivers comprehensive training programs for district clerical staff on enrollment procedures, SIS data entry, and compliance reporting.
10.	Creates and updates training documentation and resources, conducting regular sessions for new policies and system updates to ensure staff understanding.
11.	Participates in enrollment events (e.g., fairs, information sessions) to support and recruit new and returning families.

12.	Coordinates closely with school administrators, counselors, and clerical staff to ensure smooth student transitions and timely resolution of enrollment issues.
13.	Provides advanced problem solving and clerical support, utilizing advanced software skills to prepare complex correspondence, reports, tables, forms, and statistical information, and assisting with project coordination and issue resolution.
14.	Manages communications with parents and staff regarding transportation issues, addressing and resolving concerns.
15.	Provides as-needed support to the Transportation Department, assisting with centralized student transportation requests, managing large-scale annual transportation updates, and providing temporary coverage during staff shortages.
16.	Supports critical data compliance and reporting by assisting with data collection and verification for federal, state, and local reports, including the CRDC and MARSS, and by managing census information.
17.	Performs other related duties as assigned, contributing to the overall efficiency of district enrollment and student data management.

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 six (6) years of progressively responsible administrative support experience in a complex, data-intensive environment, preferably within a K-12 school district or large organization., OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's or Bachelor's degree in Business Administration, Data Management, Education, or a related field.
- Direct experience with student enrollment management, state reporting (e.g., MARSS, CRDC), or student information system (SIS) administration in a K-12 school district.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Extensive knowledge of district policies, regulations, procedures, and processes.
- Comprehensive understanding of applicable state and federal rules, regulations, and policies related to student data and reporting (e.g., MARSS, CRDC).
- In-depth knowledge of district organizational structure, departmental functions, and student data needs.
- Expert knowledge of student information systems (SIS), particularly Infinite Campus and other specialized/custom applications relevant to the district.
- Expertise in the administration and use of Infinite Campus.

- Strong understanding of customer service principles and practices.
- Knowledge of district budgeting and payroll systems.
- Advanced to expert level personal computer operations and software applications.

Skills

- Superior planning, organizing, and work prioritization skills, with the ability to work independently.
- Exceptional ability to meet predetermined deadlines while demonstrating flexibility with workload and priority shifts.
- Strong communication skills, both orally and in writing, for diverse audiences.
- Expertise in interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
- Advanced problem-solving skills for unique and/or complex issues.
- Excellent public relations skills, dealing tactfully and diplomatically with staff, students, and the public.
- Ability to gain cooperation and conformance without direct authority.
- Proven ability to maintain confidentiality with highly sensitive information, issues, and situations.

Abilities

- Work independently under administrative direction, exercising a high degree of initiative and judgment.
- Lead and direct the work of other support staff where applicable.
- Manage highly sensitive confidential information with discretion and integrity.
- Analyze complex data from various sources to identify errors and propose solutions.
- Deliver clear, effective, and engaging training programs to diverse staff audiences.
- Adapt quickly to changes in regulations, systems, and district needs.
- Collaborate effectively with multiple departments and stakeholders to achieve district goals.
- Resolve complex work problems and processes with creativity and tactical awareness.

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: 06/17/2025

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Facilities Clerical

SECTION I: GENERAL INFORMATION

Position Title: Facilities Clerical	Department: Facilities
Immediate Supervisor's Position Title: Facilities Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the Facilities Clerical provides essential administrative and clerical support to the district's Facilities and Custodial/Engineering teams. This role is crucial for maintaining efficient operations, managing communication, and ensuring vital supplies and services are procured and tracked. The Facilities Clerical handles a diverse range of tasks from daily administrative support and data management to coordinating health and safety initiatives and assisting with vendor relationships, directly contributing to the well-being and functionality of district facilities.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Provides primary administrative support to facilities and operations staff, including answering phones, managing correspondence, and responding to emails.
2.	Manages daily and weekly data entry and communication within the attendance system for custodial staff, ensuring accurate record-keeping and facilitating communication with engineers.
3.	Coordinates the district's Health and Safety Emergency kits, including ordering products, managing inventory, and ensuring timely distribution to designated locations in both fall and spring.
4.	Assists with staff accident and incident reporting on a monthly basis, entering data and supporting the documentation process.
5.	Handles administrative workstation issues, assisting with badge or clearance problems for facilities staff.
6.	Manages and updates spreadsheets for various facilities-related data, including granting system access when direct supervisors are unavailable.
7.	Tracks and monitors District utility usage, helping to manage and report on district-wide consumption.
8.	Processes and uploads utility invoices, ensuring each invoice is accurately attached to its corresponding work order.
9.	Assists with the preparation and management of annual purchase orders for facilities, supporting the procurement process.
10.	Manages fiscal year documentation, including organizing and removing records as required.
11.	Utilizes DocuSign for various departmental processes and assists with bidding documentation.
12.	Manages online supply orders for buildings, reviewing requests and coordinating approvals or denials after consulting with relevant staff.
13.	Acts as a primary contact for key facilities contractors, overseeing contracts and scheduling services.

14.	Coordinates the ordering and distribution of products for specific facility needs.
15.	Participates in interview committees for facilities positions as needed.
16.	Performs other related duties as assigned, contributing to the efficient operation of the Facilities department and district-wide support initiatives.

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 two (2) years of administrative support, clerical, or office management experience, preferably in a facilities, operations, or school district environment., 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 - Principles and practices of office administration, record-keeping, and communication. - Basic understanding of purchasing, inventory management, and vendor relations. - Familiarity with safety protocols and emergency preparedness. - Data entry procedures and information management systems. - General knowledge of utility tracking and invoice processing. - General knowledge of district operations and departmental functions. Skills - Strong organizational and time management skills to handle multiple tasks and priorities effectively. - Excellent verbal and written communication skills for clear and professional interactions. - Proficiency in Microsoft Office Suite, particularly Excel for tracking and reporting. - Accurate data entry and attention to detail for maintaining precise records and financial documentation. - Problem-solving skills to independently address administrative issues and inquiries. - Interpersonal skills to build positive relationships with internal staff and external vendors. Abilities - Work independently with general supervision and manage a diverse workload. - Prioritize tasks effectively to meet deadlines in a dynamic environment. - Communicate clearly and professionally with a wide range of stakeholders. - Quickly learn and adapt to new software and systems - Maintain meticulous records and ensure data integrity.

- Adapt to changing needs and unexpected requests within a facilities environment.
- Collaborate effectively with engineers, custodians, and other district staff.
- Learn and competently operate new technology systems relevant to the role.
- Provide clear and helpful information to a diverse range of stakeholders.
- Demonstrate initiative in identifying and addressing administrative needs.

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
High School Attendance Clerical

SECTION I: GENERAL INFORMATION

Position Title: High School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the High School Attendance Clerical provides essential administrative support primarily focused on managing student attendance at the high school. This role involves meticulous record-keeping, high-volume communication with families, and coordination with teachers and students to ensure accurate attendance data. The Attendance Clerical also contributes to the smooth daily operations of the main office by providing general administrative assistance and serving as a front-line point of contact for students, staff, and visitors.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages daily student attendance records, including listening to/reading voicemails, emails, texts, and electronic forms (such as ParentSquare) to record all excused absences.
2.	Manages student late arrivals and early dismissals: This involves signing students in/out, verifying reasons, and updating records.
3.	Tracks and follows up on unexcused absences/truancy, collaborating with administration or truancy officers as directed.
4.	Processes and distributes attendance notifications, generating, printing, stuffing, and mailing or electronically sending 3-day and 7-day absence letters to families weekly.
5.	Coordinates with teachers and substitutes by preparing and managing attendance rosters for absent teachers.
6.	Communicates regularly with parents/guardians, teachers, and students regarding attendance issues, excused absences, and make-up work coordination with counselors.
7.	Assists with student transportation arrangements, particularly at the beginning of the school year and periodically throughout.
8.	Manages student locker assignments, especially at the start of the school year and as needed.
9.	Provides general main office support: greets and directs visitors, answers phone inquiries, processes general incoming/outgoing mail, and issues visitor passes and student passes.
10.	Assists the Senior Administrative Clerical with various general administrative tasks as needed, including minor student record changes and basic office supply support.
11.	Corrects student attendance records for activities or field trips.
12.	Participates in weekly Attendance Team meetings.
13.	Performs other duties as requested, contributing to overall office efficiency.

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 two (2) years of administrative or office clerical experience , preferably in a high-volume environment. 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

- Working knowledge of office administration procedures and record-keeping.
- Understanding of attendance policies and school operational procedures.
- Familiarity with student information systems for data entry.
- Customer service principles for interacting with students, parents, and staff.

Skills

- Exceptional organizational skills for managing high volumes of attendance information.
- Strong verbal and written communication skills for clear and empathetic interactions.
- Meticulous attention to detail and accuracy in data entry and record maintenance.
- Proficiency in using communication tools (voicemail, email, text, and other electronic systems like ParentSquare).
- Ability to manage multiple tasks and prioritize effectively.

Abilities

- Work independently under general supervision.
- Handle high call and message volumes efficiently.
- Maintain strict confidentiality of student information.
- Communicate sensitively and clearly with diverse individuals.
- Adapt quickly to daily changes in attendance needs.
- Collaborate effectively with school staff and teams.

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

High School Clerical

SECTION I: GENERAL INFORMATION

Position Title: High School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the High School Clerical serves as a vital administrative hub within the high school's main office, providing administrative support to the Principal and staff to ensure the efficient operation of the school. This role manages critical daily operations, including the coordination of substitute teachers, management of student records, assistance with major school events, and administrative aid to leadership, certified, and non-certified staff. Acting as a liaison for students, parents, and the community, this position also collaboratively develops inter-office operating procedures, navigates a dynamic environment, handles diverse responsibilities with exceptional organizational skills, systems proficiency, and a proactive approach, all while maintaining strict confidentiality.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Coordinates daily substitute teacher coverage, managing Frontline, preparing sub sheets/rosters, and assisting with sub onboarding.
2.	Manages main office operations and communications, including screening calls, processing mail/forms/faxes, and serving as a central contact.
3.	Provides staff administrative support, initial timesheet approval, manage time clock access, time-off requests, and managing access badges.
4.	Oversees student identity and record management, coordinating Picture Day, ordering student ID cards when requested, managing photo uploads, and ordering diploma and certificates of attendance.
5.	Assists with major school events, handling administrative aspects of Graduation (diplomas, programs, tickets) and Honors Night.
6.	Manages staff onboarding and offboarding, setting up extensions, providing system access guidance, and ensuring checklist completion.
7.	Prepare and distribute report cards.
8.	Provides daily attendance support, taking calls, issuing passes, and marking absences in the student information system.
9.	Generates specialized reports using the student information system for staff as needed.
10.	Facilitates office supply inventory and ordering, maintains building supplies for copy machines/printers, and directing Student Cadets for deliveries.
11.	Leads key summer administrative tasks, including creating class sections, updating summer mailers, and preparing teacher sub folders.

12.	Coordinates schedule adjustments at the start of each school year, working with counselors to modify and distribute student schedules.
13.	Provides administrative and operational assistance to administrators and district staff, adapting to changing needs.
14.	Manages student records and requests: including previous student transcripts and replacement diploma information.

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 three (3) years of administrative support or office clerical experience, preferably in an educational or community-focused setting, OR a combination of education and experience totaling (4) 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 - Working knowledge of general office administration, record-keeping, and event coordination. - Familiarity with basic financial processes, including expense reimbursements and contract documentation. - Familiarity with basic computer applications for document creation and data entry. - Knowledge of or willingness to learn about American Indian Education programs, relevant state/federal regulations (e.g., Title VI, JOM), and cultural protocols. - Proficiency in Microsoft Office Suite and other relevant software for document creation and data management Skills - Strong organizational skills to manage multiple tasks, records, and event logistics. - Clear and professional verbal and written communication skills for note-taking, correspondence, and committee interactions. - Attention to detail and accuracy in data entry, financial processing, and compliance documentation. - Ability to solve routine administrative problems. - Effective interpersonal skills for engaging with families, committee members, and staff. Abilities - Work effectively under general supervision, following instructions and procedures. - Prioritize tasks and manage time effectively. - Maintain strict confidentiality of sensitive student and program information.

- Communicate clearly and respectfully with diverse stakeholders, including families and community members.
- Adapt quickly to new administrative procedures and system functionalities.
- Collaborate effectively with the AIE Coordinator and other departmental staff.
- Demonstrate cultural sensitivity in all interactions related to the American Indian Education program.

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

High School Registrar

SECTION I: GENERAL INFORMATION

Position Title: High School Registrar	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: High School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Operating under minimal supervision, the High School Registrar serves as the confidential secretary to the counseling department, providing comprehensive administrative support to school counselors and site administration. This pivotal role involves meticulous management of highly sensitive student records and data, including processing complex enrollment and post-secondary application requirements. The Registrar acts as a primary liaison for students, families, and external entities, ensuring strict confidentiality, accuracy, and a welcoming environment while performing diverse clerical and data processing duties vital to the department's efficient operation.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serve as confidential clerical to the counseling department, managing schedules, appointments, and the counseling calendar, while processing sensitive student, staff, and school district information with strict data privacy.
2.	Act as the primary receptionist for the guidance office, greeting visitors, answering telephones, making appointments for students, and serving as an information liaison for students, parents, and other officials.
3.	Manage and process student transcripts, including mid-year and end-of-year transcripts to colleges, processing requests from past and current students, providing education verification, and collecting/securing associated fees.
4.	Assist students with college and scholarship applications, entering high school data and teacher recommendations.
5.	Perform comprehensive student data entry and maintenance, including test scores, 504 plans, special services entries, foreign exchange student information, and student schedule changes.
6.	Administer program-specific coordination, including managing PSEO (sending information/transcripts, inputting transcripts, verifying dates with schools) and CITS (rosters, sending/reviewing).
7.	Administers student grading and report card processes, verifying entries, and managing grade changes/incompletes.
8.	Compile and disseminate reports and data, including the annual school profile update, the college summary report, and other post-high school institutional information.
9.	Coordinate and assist with various guidance office events, such as Honors Night (program creation, scholarship certificates, invitations, picture book preparation), Graduation (diploma ordering), Scholarship Night, Future Planning Night, 9th Grade Information Night, ACT/AP testing, and return-to-school events.
10.	Provide regular communication and correspondence with counseling staff, students, and parents.

11.	Maintain office security, which includes locking/unlocking doors, filing cabinets, and securing checks, cash, and personal data.
12.	Assist in proofing and maintaining the counseling website.
13.	Perform general clerical duties, including word processing and correspondence for staff, copying, filing, emailing, sending faxes, and using the Internet as necessary.
14.	Send 504 Plans to parents and copies of the plan to applicable teachers at the beginning of each term.
15.	Performs other duties as assigned or apparent to support the dynamic needs of the counseling 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 two (2) years of administrative or office clerical experience , preferably in a high-volume environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Experience in a school office, guidance office, or registrar position.
- Familiarity with state reporting requirements for student data (e.g., MDE).
- Training in mental health first aid or crisis intervention.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive knowledge of student record management principles, confidentiality laws, and educational data privacy.
- In-depth understanding of high school counseling office operations and student support services.
- Familiarity with college application processes, transcript requirements, and scholarship programs.
- Understanding of mental health support needs in a school environment and appropriate crisis response protocols.

Skills

- Exceptional organizational and record-keeping skills for accurate student data.
- Strong verbal and written communication skills for professional and empathetic interactions.
- Advanced data entry and systems management skills with high accuracy.
- Excellent problem-solving and independent judgment for complex issues.
- Effective interpersonal skills to create a welcoming and safe environment.

Abilities

- Work independently with minimal supervision, demonstrating initiative and adaptability.
- Maintain strict confidentiality and personal sensitivity in all duties.
- Respond effectively to student crisis situations, following trained protocols.

- Analyze student records to identify critical information and potential concerns.
- Manage multiple, high-priority tasks simultaneously in a fast-paced setting.

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
Middle School Attendance Clerical

SECTION I: GENERAL INFORMATION

Position Title: Middle School Attendance Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Middle School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: The Middle School Attendance Clerical plays a dual and essential role in the daily operation of the middle school. This position is primarily responsible for managing all aspects of student attendance, ensuring accurate records, facilitating communication with families, and upholding school attendance policies. Additionally, this role provides support for middle school athletic and extracurricular activities. This position requires strong organizational skills, attention to detail, excellent communication, and the ability to manage multiple priorities in a dynamic middle school environment.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages daily student attendance records, accurately processing tardy arrivals, absences, and early dismissals based on various communication inputs (e.g., voicemails, emails, notes).
2.	Communicate with students, teachers, and parents/guardians regarding attendance issues, excused absences, and related concerns. Create and distribute weekly announcements via SMORES and social media platforms
3.	Tracks and follows up on unexcused absences, collaborating with administration as directed.
4.	Administers and clearly communicates school attendance policies and procedures, and assists with preparing routine attendance notifications.
5.	Serves as the primary liaison for attendance-related inquiries, resolving routine issues and directing complex cases.
6.	Input out of School Suspensions into Infinite Campus and processes that paperwork to families.
7.	Assists with the daily management of tracking student attendance and maintaining records.
8.	Prepare and submit the annual school Disciplinary Incident Reporting System (DIRS) report
9.	Participate in Attendance Team meetings including sending letters and contract meeting notices as decided by the Attendance Team.
10.	Maintains and updates middle school activity calendars and various communication channels.
11.	Manages student locker assignments at the start of the school year and as needed throughout.
12.	Managing the door to visitors and students entering the secure building including answering the intercom.
13.	Assisting in planning Family Nights and Open Houses.
14.	Create and present daily video announcements.
15.	Provides general main office support, including greeting visitors, answering phones, and issuing visitor/student passes.

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 two (2) years of administrative or office clerical experience , preferably in a high-volume environment. 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

- Working knowledge of office administration procedures and record-keeping.
- Understanding of attendance policies and school operational procedures.
- Familiarity with student information systems for data entry.
- Customer service principles for interacting with students, parents, and staff.

Skills

- Exceptional organizational skills for managing high volumes of attendance information.
- Strong verbal and written communication skills for clear and empathetic interactions.
- Meticulous attention to detail and accuracy in data entry and record maintenance.
- Proficiency in using communication tools (voicemail, email, text, ParentSquare).
- Ability to manage multiple tasks and prioritize effectively.

Abilities

- Work independently under general supervision.
- Handle high call and message volumes efficiently.
- Maintain strict confidentiality of student information.
- Communicate sensitively and clearly with diverse individuals.
- Adapt quickly to daily changes in attendance needs.
- Collaborate effectively with school staff and teams

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

Middle School Clerical

SECTION I: GENERAL INFORMATION

Position Title: Middle School Clerical	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Middle School Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under minimal supervision, the Middle School Clerical plays a pivotal and central role in the daily operations and smooth functioning of the middle school office. This position serves as the primary point of contact for students, parents, staff, and visitors, navigating the unique energy and diverse needs of a middle school community. The Lead Clerical is responsible for managing a wide range of administrative, communication, and logistical tasks, often working autonomously and exercising independent judgment. This essential role requires exceptional organizational skills, a proactive approach, strong communication abilities, and the capacity to manage multiple priorities in a dynamic, fast-paced environment where adaptability and responsiveness are key.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages overall office operations, acts as the primary point of contact, handles incoming communications, and ensures efficient information flow for students, parents, and staff.
2.	Oversees the Frontline substitute management system to ensure adequate staff coverage, manages staff time clock issues, and processes Skyward timesheet and vacation first level approvals.
3.	Manages student information in the student information system, processes enrollment changes, prints schedules and report cards, handles locker assignments, and assists with attendance.
4.	Manages the school budget, processes purchase orders, handles all incoming money, prepares deposits, manages school debit cards, and processes invoices.
5.	Provides high-level administrative support to the Principal and Assistant Principals, including calendar management, correspondence, and various operational needs.
6.	Facilitates new staff onboarding, including network access and badge requests, and creates requisitions for job postings.
7.	Manages copy machine operations (supplies, service), oversees mailroom functions, ensures security protocols, and is knowledgeable about building safety systems.
8.	Maintains the security and confidentiality of all sensitive student, personnel, and financial information, ensuring accuracy of data input and record-keeping.
9.	Handles routine issues and emergencies concerning employees and students, making independent or collaborative decisions to resolve situations effectively.
10.	Assists parents with ParentPortal access, addresses inquiries, and maintains a welcoming and professional demeanor in all interactions.
11.	Supports the coordination of school-wide events like picture day, assists with Master Schedule creation, and processes field trip and transportation requests.

12.	Operates and troubleshoots various office equipment and utilizes assigned software systems efficiently.
13.	Provides work direction to other assigned office personnel and offers guidance to school staff as needed.
14.	Compiles information, prepares, and maintains a variety of comprehensive records and reports related to assigned activities.
15.	Responsible for the daily opening and closing procedures of the main office when other key personnel are unavailable.
16.	Performs other related duties as necessary to support the overall operations and needs of the school.

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 three (3) years of administrative or office clerical experience, preferably in a school environment. OR a combination of education and experience totaling (3) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Experience in a secondary school setting.
- Experience handling school funds or budgets.
- Prior experience coordinating school-wide events or programs.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Deep knowledge of middle school office procedures, records, and operations.
- Strong understanding of substitute teacher systems.
- Proficient in student information systems for data entry, reporting, student records, and tracking support services.
- Knows middle school grading, attendance, disciplinary tracking, and event coordination.

Skills

- Excellent at managing high-volume tasks, parent inquiries, and deadlines.
- Superior verbal and written skills for empathetic, professional interactions with all.
- Resolves daily issues, diffuses minor conflicts, and adapts to demands.
- Meticulous accuracy in all data, records, and sensitive documents.
- Advanced skills in relevant software, including communication tools.
- Collaborates effectively with staff, students, and diverse parents; shows patience.

Abilities

- Works autonomously, uses sound judgment on student and parent issues.
- Manages tasks effectively in a dynamic, often emotional environment.
- Maintains strict privacy of sensitive information, understands FERPA.
- Adjusts quickly to new challenges, especially regarding student well-being and parent concerns.

- Provides clear, helpful guidance to the school community, including students and parents.

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

HRIS/Payroll Supervisor

SECTION I: GENERAL INFORMATION

Position Title: HRIS/Payroll Supervisor	Department: Human Resources
Immediate Supervisor's Position Title: Director of Human Resources	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Executive Employees Association
Accountable For (job titles): Payroll Clericals, Payroll Specialist	
General Summary of Purpose Of Job: Under minimal supervision, the HRIS/Payroll Systems Supervisor is a pivotal leadership position responsible for the functional design, configuration, and strategic oversight of the District's Human Resources Information System (HRIS) and Payroll operations. This role performs complex data analysis, leads the development and implementation of systems procedures, and provides technical leadership to the HR and Payroll staff, including direct supervision of the Payroll employees. The supervisor is responsible for ensuring data integrity, accurate system processing, compliance with federal/state reporting requirements, and optimizing the use of technology to enhance efficiency across the department and the District.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Supervises and manages the Payroll and HRIS staff, including the Lead Payroll Specialist, setting performance goals, assigning and reviewing work, and providing coaching, training, and development to ensure timely and accurate execution of all department functions.
2.	Acts as the subject matter expert and system administrator for the District's HRIS platform overseeing core system functionality, conducting regular system and process audits to ensure data integrity, and collaborating on system updates and upgrades.
3.	Serves as the primary contact between HR, Payroll, and District IT staff, focusing on functional system integrity and ensuring correct system processing. Collaborates with IT to manage technical integrations, implement system patches, and ensure the reliability of the system infrastructure.
4.	Provides functional oversight for the end-to-end processing of all scheduled and unscheduled payrolls, managing the accurate calculation of all compensation types (wages, overtime, stipends, etc.), tax withholdings, deductions (union dues, benefits, garnishments), and retirement contributions (PERA, TRA) in strict adherence to federal, state, and bargaining unit contracts.
5.	Collaborates closely with HR Specialists and the Benefits and Engagement Coordinator to validate high-impact employee data changes, including new hire onboarding, benefit deductions, leave accruals, and status changes, ensuring maximum data integrity within the HRIS.
6.	Serves as the primary advisor to all payroll staff by interpreting complex clauses within bargaining unit agreements and state/federal regulations, and translating them into documented standardized operating procedures (SOPs) and internal controls for accurate payroll execution.

7.	Develops and delivers advanced functional training to all HRIS/Payroll system users (payroll staff, HR specialists, benefits coordinator, and site clerical staff) on system best practices, compliance updates, and efficient data input methods to maximize departmental efficiency.
8.	Leads the preparation and complex reconciliation of quarterly and annual tax reports (e.g., W-2s, 941s), works with finance and accounting to reconcile the payroll sub-ledgers with the general ledger, and supports internal and external audits (including benefits and workers' compensation).
9.	Oversees and audits the maintenance of all employee data (new hires, terminations, status changes) and actively maintains and verifies Position Control records to align staffing requisitions with organizational budgets and approvals.
10.	Creates, analyzes, and prepares advanced query reports for internal management, external agencies, and government submission, utilizing HRIS tools for data verification, decision support, and compliance documentation.
11.	Serves as the first point of escalation for complex employee inquiries regarding pay, HRIS access, and corrections, ensuring high levels of customer service and clear communication across the District.
12.	Performs other duties as assigned, including stepping in to assist with escalated system or payroll crises.

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 five (5) years of demonstrated experience in advanced database management, HRIS administration, and/or payroll leadership, with at least two (2) years of HRIS experience.
X	Required Supervisory Experience: Minimum of one (1) year of supervisory experience (or demonstrated leadership experience over technical staff or functions).

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
• Bachelor's degree in Management Information Systems, Human Resources, Finance, or a related field. • Experience in position control in a public sector or school district setting.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • Expert knowledge of HRIS/Payroll relational database structures, reporting tools, and data integration principles. • Comprehensive knowledge of federal and state payroll and employment regulations. • In-depth understanding of the payroll lifecycle, accounting principles related to payroll, and internal control best practices. • Proficiency with AS/400 and modern PC applications, including advanced spreadsheet/database management. • Expertise in analyzing and translating complex union/bargaining unit contract language and government mandates

into system configuration and payroll rules.

- Working knowledge of project management methodologies and change management principles for successful system upgrades and process rollout.

Skills

- Exceptional analytical and problem-solving skills to diagnose and resolve complex system and data integrity issues.
- Demonstrated leadership and supervisory skills to manage technical functions and mentor staff effectively.
- Strong verbal and written communication skills for training, documentation, and technical/non-technical audience presentations.
- Proven ability to manage project timelines for system updates, implementations, and process streamlining.
- Superior skills in developing and maintaining robust internal control procedures and documentation for audit readiness and data governance.

Abilities

- Independently manage and administer core HR/Payroll information systems and associated hardware/software.
- Serve as a technical authority and strategic partner to HR and Finance leadership.
- Uphold the highest level of confidentiality, ethical standards, and discretion with sensitive system and employee data.
- Work effectively as a self-starter with minimal supervision, demonstrating initiative and strategic foresight.
- Establish and maintain effective working relationships with the public, staff, and external technical consultants

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 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION
Payroll Clerical

SECTION I: GENERAL INFORMATION

Position Title: Payroll Clerical	Department: Human Resources
Immediate Supervisor's Position Title: Payroll/HRIS Supervisor	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under administrative direction, the Executive Assistant - Payroll provides crucial, high-level administrative support while directly managing the accurate and timely execution of the district's comprehensive payroll operations. This role involves the meticulous processing of bi-weekly payrolls, detailed financial data management, reconciliation of information, and the completion of essential tax filings and liability payments. As a trusted point of contact, the Executive Assistant - Payroll supports employee inquiries, maintains absolute confidentiality, and ensures strict adherence to all financial regulations, demanding exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Process the bi-weekly payroll cycle, including tracking and reviewing electronic timesheets, and sending reminders for unsubmitted or incorrect entries.
2.	Prepare semi-monthly payrolls by validating data, identifying discrepancies, and making necessary corrections and adjustments for precise employee compensation.
3.	Research and respond to payroll-related inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications.
4.	Handle all confidential payroll and employee data with discretion, adhering strictly to privacy regulations and District policy.
5.	Apply federal, state, and local tax regulations and retirement system implications to District benefits, employee deductions, and various compensation types to ensure accurate withholding and reporting.
6.	Complete employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Maintain and update employee time off allocations (e.g., sick, vacation, personal leave) within the payroll system, reconciling balances for correct accruals and usage, and entering leave without pay (LWOP) transactions.
8.	Maintain the payroll database and employee records through ongoing data validation, auditing, and timely entry of all employee changes (e.g., W-4s, bank/direct deposit, new employee files, PERA/TRA exclusion lists).
9.	Run reports and initiate payments for all payroll-related liabilities, including Federal and State taxes, PERA, TRA, HRA, FLEX, 403(b)/TSA, Severances, Union Dues, Child Support, Levies, and other garnishments.
10.	Process all types of compensation inputs, including paper invoices for W-2 employees, and preparing/uploading lists for curriculum, overloads, and co-curricular stipends.

11.	Perform thorough payroll reconciliations, including Frontline/Skyward time off comparisons, and update 941 tax information on reconciliation spreadsheets.
12.	Manage extra payroll runs as needed for missed paychecks, retro pay after new contracts are finalized, and summer contract payoffs, including handling returned payments and processing Void and Reissue payrolls.
13.	Prepare and submit all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including preparing, mailing, and submitting annual W-2s to relevant agencies.
14.	Complete the Annual Employment Census and update tax-exempt employee status annually.
15.	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

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 six (6) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Minimum two (2) year college degree preferred. Related coursework preferred.
- Experience in coordinating projects, logistics, and training events.
- Experience in school district setting preferred.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of union contracts and their direct impact on payroll processing, including wages, benefits, and deductions
- Good understanding of District policies, regulations, procedures, and processes relevant to payroll operations.
- Working knowledge of applicable federal, state, and local tax regulations (e.g., W-2, Federal 941), retirement implications, and other payroll-related compliance requirements (e.g., garnishments, child support, levies).
- Familiarity with District budgeting, payroll processing, bookkeeping, and basic accounting principles.
- Competency in modern office methods, practices, and procedures, including personal computer operations and various software applications.
- Good grasp of customer service principles and best practices in a financial support context.

Skills

- Strong attention to detail and accuracy in data entry, calculations, reporting, and reconciliation tasks.
- Ability to identify and resolve routine payroll discrepancies and issues.

- Good verbal and written communication skills, with the ability to clearly convey payroll information to District staff.
- Skilled in organizing and prioritizing a workload, managing multiple tasks, and meeting deadlines.
- Proficient with computerized payroll and HR/financial software systems (e.g., Skyward, Frontline, or similar platforms) for data entry and basic reporting.
- Proficient data entry skills, including 10-key and keyboarding.
- Competent mathematical skills
- Proficient in utilizing standard software applications (e.g., Microsoft Excel, Word) for document creation, data management, and reporting.

Abilities

- Perform calculations (add, subtract, multiply, divide, percentages) accurately.
- Work with minimal supervision and manage a consistent, time-sensitive workload.
- Communicate clearly and concisely.
- Identify and assist in resolving routine issues.
- Maintain a high level of accuracy and attention to detail.
- Learn and adapt to new technologies and processes.
- Uphold strict confidentiality and exercise discretion with sensitive information.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Deal with routine problems in standardized situations.
- Develop and maintain effective working relationships.

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: 06/17/2025

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Payroll Specialist

SECTION I: GENERAL INFORMATION

Position Title: Payroll Specialist	Department: Human Resources
Immediate Supervisor's Position Title: Payroll/HRIS Supervisor	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Executive Employees Association
General Summary of Purpose Of Job: Under administrative direction, the Payroll Specialist serves as a subject matter expert and directly manages the comprehensive and accurate execution of the district's payroll operations. This high-level role involves the meticulous processing of multi-cycle payrolls, detailed financial data management, complex reconciliations, and the completion of all essential tax filings and liability payments. The Senior Payroll Specialist is a trusted point of contact for all payroll-related matters, maintains absolute confidentiality, and ensures strict adherence to all financial regulations. The position demands exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Serves as the lead for the payroll function, providing expert guidance, support, and direction to other staff regarding complex payroll issues and procedures.
2.	Manages and oversees the bi-weekly and semi-monthly payroll cycles, ensuring accurate data entry, processing, and timely submission for all employee types.
3.	Researches and resolves complex, escalated payroll inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications, acting as the primary point of contact for difficult issues.
4.	Audits and validates all confidential payroll and employee data, ensuring strict adherence to privacy regulations and District policy.
5.	Acts as a subject matter expert on federal, state, and local tax regulations and retirement system implications to ensure accurate withholding and reporting for all employee compensation types.
6.	Oversees employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Manages and performs complex reconciliations of all payroll-related liabilities, including Federal and State taxes, PERA, TRA, and other garnishments, ensuring timely payments and accurate reporting.
8.	Develops and maintains the payroll database and employee records through ongoing data validation and auditing, and timely entry of all employee changes.
9.	Coordinates and executes the preparation and submission of all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including the annual W-2 process.
10.	Leads the reconciliation process for all payroll inputs, including timekeeping, stipend lists, and compensation inputs, identifying and correcting discrepancies.

11.	Provides backup support for other positions within the Payroll Department and performs other related duties as assigned.
12.	Serves as a key collaborator with HR and Finance leadership on special projects, system upgrades, and process improvements to enhance payroll efficiency.
13.	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

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 five (5) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling six (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
• Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

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

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge • Expert knowledge of payroll principles, federal and state wage/hour laws, tax regulations, and accounting standards. • In-depth knowledge of union contracts and their direct impact on payroll processing. • Demonstrated expertise in an enterprise payroll and HRIS system for complex data management, reporting, and reconciliation. • Strong understanding of internal controls and audit preparation processes. Skills • Exceptional organizational, analytical, and problem-solving skills for high-volume, complex workloads. • Superior verbal and written communication skills to articulate complex payroll information clearly and effectively to diverse audiences. • Proven ability to lead, mentor, and train other staff members. • Advanced proficiency in data analysis and reconciliation using spreadsheets. Abilities • Independently analyze, diagnose, and resolve complex payroll and administrative problems. • Provide effective leadership and direction to the payroll team, fostering a collaborative and efficient work environment.

- Maintain the highest level of confidentiality and exercise discretion with sensitive information.
- Proactively identify opportunities to improve and streamline payroll processes.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Develop and maintain effective working relationships.

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 9/2025

Board Approval:

Reviewed/updated:
Reviewed/updated:

POSITION DESCRIPTION

Senior Residential Clerical

SECTION I: GENERAL INFORMATION

Position Title: Senior Residential Clerical	Department: Residential Programs
Immediate Supervisor's Position Title: Residential Principal	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under limited supervision, the Senior Residential Clerical provides advanced, comprehensive administrative and specialized operational support to the district's residential education programs and serves as a central hub for inter-site coordination. This high-level role manages complex student data, oversees procurement and system support for multiple locations, provides direct main office support including emergency protocols, and ensures seamless coordination with internal and external partners for all residential students. This position requires exceptional organizational skills, technical proficiency, and the ability to act with discretion and initiative in a fast-paced environment.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages all student enrollment processes directly at the residential site, ensuring accurate record-keeping and communication with families.
2.	Oversees complex student data management and reporting, including inputting IEP flags in the student information system, tracking IEP/disability codes, insurance settings, and due process timelines on spreadsheets, and preparing reports (e.g., Summer School report cards, progress reports).
3.	Serves as a central liaison and technical support for all residential sites, troubleshooting Skyward/Frontline issues, managing ordering and subscriptions, and disseminating critical daily communications (e.g., staff presence/absence).
4.	Manages procurement for all residential sites, including creating and processing purchase requisitions for general needs and summer programs.
5.	Coordinates extensively with Northwoods teams regarding student transportation, attendance inquiries, and general communications, proactively resolving inter-team issues.
6.	Processes and files various student-related documentation, including AJC forms, SPED documents, monthly due process paperwork and tuition agreements. Attends monthly due process meetings as requested by Supervisor.
7.	Handles incoming communication for the main office, serving as a primary administrative contact and managing high-volume inquiries, including direct contact with police officers as needed and transportation of day treatment students.
8.	Manages all transportation requests for residential students.
9.	Implements and adheres to emergency medical protocols, including being medical certified to hand out medications, setting IVs (if certified and required by protocol), and utilizing communication devices during emergencies.

10.	Manages student photo records in Infinite Campus for residential students, including coordinating unique school photos through Northwoods and photos for bus passes.
11.	Manage tuition agreements (TA), ensuring all forms are completed, submitted to the appropriate district's MARSS Coordinator, and properly filed upon receipt of signatures.
12.	Monitors students in designated areas, ensuring student safety.
13.	Communicates directly with parents about program details, student progress, and sensitive legal matters (e.g., social worker, custody issues).
14.	Assists in the training of new residential clerical staff, providing guidance on program procedures.
15.	Performs other administrative and clerical duties as assigned, such as troubleshooting office equipment (copiers) and manually entering substitution data for staff.

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 three (3) years of progressively responsible advanced administrative support or office management experience, preferably in a complex educational or residential setting. OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's or Bachelor's degree in Business Administration, Office Administration, or a related field.
- Experience in a lead worker or training capacity within an office environment.
- Direct experience with student residential programs or special education administration.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive knowledge of advanced office administration and record-keeping.
- In-depth understanding of student record management, including SPED, IEP, and due process.
- Proficiency in troubleshooting common software and hardware issues.
- Knowledge of medical administration protocols relevant to a school setting.
- Understanding of inter-departmental communication and coordination.

Skills

- Exceptional organizational and multi-tasking skills.
- Superior verbal and written communication skills for complex and sensitive topics.
- Advanced data entry and spreadsheet management skills.
- Strong problem-solving and critical thinking skills for technical and logistical challenges.
- Highly effective interpersonal skills for collaborating with diverse stakeholders.

Abilities

- Work independently with limited supervision, demonstrating high initiative and sound judgment.
- Prioritize and manage a high volume of complex tasks effectively.
- Maintain strict confidentiality of sensitive student, medical, and family information.
- Adapt quickly to changing priorities, technical issues, and emergency protocols.
- Provide clear, concise, and effective training and guidance to staff.
- Act calmly and effectively in emergency situations, administering care as certified.
- Serve as a central resource and coordinator for multiple program sites.

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
Special Services Clerical

SECTION I: GENERAL INFORMATION

Position Title: Special Services Clerical	Department: Special Services
Immediate Supervisor's Position Title: Director of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment: Clerical Local 692, Exhibit A, Pay Group 4	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under administrative direction, individuals holding the title of Special Services Clerical are critical cornerstones pivotal to the efficiency and effectiveness of the entire Special Services Department. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial lifecycles including Third Party Billing, expert administration of critical specialized information and technology systems, such as SPED Forms, and ensuring rigorous adherence to federal and state regulatory compliance. This team is instrumental in driving departmental continuity, coordinating diverse special service programs, and facilitating seamless internal and external communications. Success in these roles requires deep institutional knowledge of school district operations, superior problem-solving acumen, an unwavering commitment to confidentiality, and a proven capacity to lead and manage complex projects and processes for a large and dynamic department serving diverse student needs.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)
1.	Provide comprehensive, high-level administrative support to the Director(s), Assistant Director, and Supervisors of Special Services, serving as a primary point of contact for the entire department, managing communications (email, phone), complex correspondence, reports, and scheduling.
2.	Lead the full recruitment support cycle for Special Services positions, including setting up interview schedules for certified and non-certified personnel, candidate outreach, preparing interview packets, and coordinating with HR and interview teams.
3.	Oversee all departmental purchasing and financial administration, from obtaining vendor quotes, managing budget codes, and processing requisitions, invoices, and reimbursements in Skyward, to managing Third Party Billing cycles (including rate establishment, denial resolution, revenue maximization, and audit contact), mileage, and ensuring correct funding (e.g., MARRS numbers, Time and Effort reporting).
4.	Coordinate and facilitate all departmental contracts with external vendors, ensuring proper documentation, compliance, and approvals in collaboration with relevant district personnel and board members.
5.	Administer and maintain extensive student and staff data across various intricate systems (e.g., SPED Forms, Infinite Campus/I/C), managing record requests, staff database updates, daily enrollment accuracy, and overseeing confidential filing systems.

6.	Manage the complete lifecycle of student referrals and evaluations, including processing CST logs, Help Me Grow, EOIM referrals (with timely parent contact), tracking students through evaluation processes, and ensuring all due process paperwork, IEPs, and physical/digital files are accurate and compliant.
7.	Coordinate all aspects of Special Services student transportation, collaborating closely with caseworkers, clerical staff, and transportation providers for all student groups (e.g., ECSE, FIT).
8.	Ensure departmental compliance with all relevant state and federal special education rules, regulations, policies, and procedures, including assisting with MDE compliance reviews and conducting annual Physical Hold reporting.
9.	Develop, coordinate, and deliver mandatory training sessions for staff on MA billing, SPED Forms database requirements, and other relevant Special Services procedures, creating and presenting additional specialized training as needed.
10.	Manage and lead complex special projects, including researching, compiling, and analyzing diverse data sources, building and managing Google Forms, and preparing sophisticated financial, statistical, and narrative reports to support decision-making.
11.	Oversee the Special Services equipment database, including technology placement throughout the district and managing detailed inventory of federally funded equipment.
12.	Manage and update all internal communication platforms (Special Services website, Google Groups), including new hire updates, form changes, and content for the Parent Advisory Council Special Education (PACSE).
13.	Provide advanced administrative support for various special education programs, such as the T12 Bridge Program (enrollments, scheduling), and oversee the development and ordering of the SPED New Teacher Handbook.
14.	Serve as a key liaison with other district units and external entities outside the district, independently resolving complaints and questions within established guidelines, and facilitating referrals, meetings, and conferences.
15.	May provide work direction, oversight, and training to other clerical or support staff within the Special Services department.
16.	Actively participate in scheduled staff meetings, in-service trainings, required conferences, and specific operational meetings (e.g., weekly check-ins, CST/ECS meetings), providing agenda and minutes support as necessary.
17.	Perform additional related work in Special Services as required to support departmental needs.

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 six (6) years of progressively responsible experience in advanced administrative support, preferably within a special education or healthcare setting, with experience in managing complex processes OR a combination of education and experience totaling seven (7) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
• Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.	

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**Knowledge**

- Strong understanding of District policies, regulations, procedures, and processes.
- Thorough understanding of applicable state and federal rules, regulations, policies, and procedures, especially those related to special education (IDEA, Minnesota Department of Education) and Third-Party Billing.
- Expert-level knowledge of specialized educational software/platforms, including student information systems (e.g., Infinite Campus/I/C), Special Education data management systems (e.g., SPED Forms), and billing/reimbursement systems (e.g., MA billing processes).
- Knowledge of District budgeting, payroll processing, bookkeeping, and basic accounting principles.
- Proficiency in modern office methods, practices, and procedures, including advanced to expert-level personal computer operations and various software applications.
- Solid grasp of customer service principles and best practices.

Skills

- Exceptional proficiency in office software and systems: Advanced skills in Google Suite (Docs, Sheets, Forms, Drive, Calendar, Groups) and Microsoft Office Suite (Word, Excel, PowerPoint, Outlook).
- Highly skilled in planning, organizing, and prioritizing work effectively, managing multiple tasks independently, meeting deadlines, and adapting to changing priorities.
- Adept at analyzing and resolving complex problems, researching information, identifying discrepancies, and resolving administrative or procedural issues efficiently, even under pressure, while maintaining accuracy.
- Excellent verbal and written communication skills: Outstanding ability to interact effectively and professionally with diverse stakeholders (parents, staff, external agencies, leadership).
- Demonstrated experience managing high-volume data, complex filing systems, and sensitive confidential information.
- Proven experience in purchasing, budget tracking, and financial reconciliation processes.
- Proficient in utilizing advanced software applications for document creation, data management, and reporting.
- Capable of providing work direction, guidance, and training to others.
- Experience in coordinating projects, logistics, and training events.

Abilities

- Work independently and manage a diverse, high-volume workload effectively.
- Communicate complex information clearly and concisely.
- Troubleshoot and resolve issues efficiently.
- Maintain a high level of accuracy and attention to detail under pressure.
- Learn and adapt to new technologies and processes quickly.
- Uphold the highest standards of confidentiality: Handle highly sensitive and confidential information with utmost discretion and integrity (e.g., student records, personnel data).
- Demonstrate a high degree of initiative and proactive work ethic: Anticipate needs, implement improvements, and take ownership of projects and processes without constant direct supervision.

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: 06/17/2025	
Reviewed/updated:	
Reviewed/updated:	

POSITION DESCRIPTION

Technology Clerical

SECTION I: GENERAL INFORMATION

Position Title: Technology Clerical	Department: Technology
Immediate Supervisor's Position Title: Director of Technology	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the Technology Clerical provides administrative and operational support to the district's Technology department. This role primarily focuses on managing user access, equipment logistics, and departmental records. The Technology Clerical acts as a key point of contact for district-wide technology inquiries, assists with procurement processes, and supports cyber security and compliance efforts, ensuring the smooth functioning of technology resources across the district.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages non-district user accounts, ensuring they are current and reflect accurate access permissions.
2.	Collaborates with Human Resources to ensure new hires receive the correct technology access within the district's information systems.
3.	Serves as the primary phone contact for technology inquiries for the entire district, providing initial support and directing calls as needed.
4.	Assists with answering the main operator line for the district, supporting general communication flow.
5.	Orders and organizes technology equipment (e.g., Chromebooks, phones) for distribution to various district sites by assigning help desk tickets for set up.
6.	Provides administrative support to the technology staff, including serving as a liaison between the technology department, students and parents.
7.	Updates and maintains non-district user contracts related to technology access including communicating access denials to non-district employees based on security protocols.
8.	Coordinates the recycling process for outdated technology equipment, ensuring proper disposal.
9.	Processes technology orders in collaboration with procurement staff and verifies order readiness.
10.	Maintains a budget spreadsheet for the Technology department, tracking expenditures.
11.	Assists with compliance reporting for technology-related operations.
12.	Assists in managing, interpreting and filing of E-rate budget codes for government-eligible technology items, ensuring proper categorization.
13.	Performs other related duties as assigned, supporting the overall operations and efficiency of the Technology department.

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 three (3) years of administrative support or office clerical experience, preferably in a technology-focused or school district environment., OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Associate's Degree or technical certification in Information Technology, Computer Science, or a related administrative field.
- One (1) year of experience in a technology department or help desk environment.
- Familiarity with common help desk ticketing systems or IT asset management software.

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

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Working knowledge of general office administration procedures and record-keeping.
- Basic understanding of technology concepts, user access management, and equipment deployment.
- Familiarity with budget tracking and procurement processes.
- Customer service principles for assisting users with technology inquiries.
- Awareness of cyber security principles regarding access permissions.

Skills

- Strong verbal and written communication skills for phone support and email correspondence.
- Solid organizational skills for managing equipment, contracts, and records.
- Accurate data entry and attention to detail for user accounts and budget tracking.
- Proficiency in Microsoft Office Suite, particularly Excel for spreadsheets.
- Effective problem-solving skills for routine technical and administrative issues.
- Interpersonal skills for collaborating with HR, IT staff, and district employees.

Abilities

- Work effectively under general supervision.
- Prioritize and manage daily tasks efficiently.
- Learn and adapt to new technology systems and software quickly.
- Communicate technical information clearly to non-technical users.
- Maintain confidentiality of user data and security information.
- Collaborate effectively within a team environment.
- Provide accurate and timely administrative support.

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

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

Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		
General Environmental Conditions:				
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.				
General Physical Conditions:				
Work can be generally characterized as:				
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.				

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

Transportation Clerical

SECTION I: GENERAL INFORMATION

Position Title: Transportation Clerical	Department: Transportation
Immediate Supervisor's Position Title: Transportation Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
General Summary of Purpose Of Job: Under general supervision, the Transportation Clerical provides comprehensive administrative support to the district's Transportation Department, facilitating the safe and efficient movement of students. This role involves managing daily communications with transportation staff, parents, and schools, handling inquiries, and assisting with dispatch. This position includes maintaining accurate student and vehicle data, processing procurement requests, and ensuring records comply with state and federal transportation regulations. The Transportation Clerical contributes to the smooth operation of transportation services and assists staff in maintaining efficient and reliable student movement.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages primary communication for the Transportation Department, including answering high-volume phone calls, providing emergency dispatch support, and disseminating critical information to school staff and via Parent Square for delays, cancellations or schedule changes.
2.	Operates and maintains real-time radio communication with bus drivers and supervisors, providing directions, updates, and addressing immediate operational needs.
3.	Administers financial and procurement processes for the department, including receiving and processing bills, creating purchase orders, managing gas cards by vehicle, and processing household reimbursements for private school transportation.
4.	Maintains comprehensive driver and vehicle records, including medical cards, driver's licenses, and MVRs, ensuring all records are current and compliant on a monthly basis. Schedules necessary training as needed.
5.	Manages and updates various transportation-related data systems and spreadsheets, including student mileage for state reporting (FIT), vehicle mileage, driver compensation trip sheets, and preparing gasoline reports.
6.	Supports new transportation employee onboarding, providing training on essential systems.
7.	Compiles information from route surveys, bus safety and evacuations.
8.	Facilitates district field trips and athletic transportation, coordinating logistics, preparing necessary paperwork, and distributing vehicle keys to coaches.
9.	Ensures compliance with training mandates by verifying completion of online training and specialized state training for bus drivers and bus helpers.
10.	Serves as a primary point of contact for parents and schools regarding bus routes, assignments, and arrival/departure times, resolving inquiries and coordinating communications.
11.	Prepares and updates annual state transportation reports for various eligible riders (pre-kindergarten, kindergarten, regular education, special education).

13.	Provides direct support to drivers by presenting forms and assisting with setting up bus information.
14.	Performs general administrative duties such as processing and filing all transportation correspondence, maintaining records of employee absences, and typing reports.
15.	Performs other related duties as assigned, contributing to the efficient operation of the Transportation Department.

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 five (5) years of progressively responsible administrative, operations, or office management experience, preferably in a transportation, logistics, or school district setting, demonstrating a strong understanding of complex operational environments, OR a combination of education and experience totaling six (6) 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

- Comprehensive knowledge of district transportation operations, dispatch procedures, and relevant state/federal transportation regulations.
- Understanding of financial administrative processes (e.g., procurement, budgeting, invoicing, expense tracking, payroll coordination).
- Proficiency in software systems and various communication platforms.
- Meticulous record-keeping and data management principles for compliance, auditing, and reporting.
- Expertise in utilizing spreadsheet software for complex data analysis, tracking, and reporting.
- Principles of emergency response and safety protocols related to student transportation.

Skills

- Exceptional verbal and written communication for critical dispatch and stakeholder interactions.
- Superior organizational and project management for diverse, high-volume tasks.
- Advanced analytical and problem-solving for complex operational and financial issues.
- Highly adept at multitasking and prioritizing in fast-paced, high-pressure environments.
- Meticulous attention to detail and accuracy in all administrative tasks.
- Strong interpersonal and conflict resolution for sensitive communications.
- Proficiency in reading and interpreting maps for route guidance.

Abilities

- Work independently with minimal supervision, demonstrating initiative and sound judgment.
- Adapt quickly to changing demands, emergencies, and regulatory updates.
- Communicate complex logistical and sensitive information clearly.
- Leverage multiple software systems simultaneously to optimize workflows.
- Maintain absolute confidentiality of sensitive information.
- Provide effective training and guidance to staff on transportation systems.
- Contribute to continuous improvement of departmental operations.

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: 06/17/2025

Reviewed/updated:

Reviewed/updated:

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report October 13, 2025 Committee Meeting BUDGET SUMMARY

BUDGET SUMMARY										10/10/2025	Percent spent
REVENUES	25-26		25-26		25-26		25-26		25-26		10/10/2025
	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	\$ 137,502,407.11	\$ 21,598,013.57	\$ 15,225.55	\$ 115,889,167.99				16%	
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 44,551.42	\$ -	\$ 6,075,448.58				1%	
Transportation	3	\$ 6,891,246.00	\$ 6,891,246.00	\$ 1,088,430.49	\$ -	\$ 5,802,815.51				16%	
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 860,371.12	\$ -	\$ 7,327,123.88				11%	
Operating Capital	5	\$ 3,016,924.00	\$ 3,016,924.00	\$ 366,691.09	\$ -	\$ 2,650,232.91				12%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -				#DIV/0!	
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,083,078.57	\$ -	\$ 26,774,222.43				4%	
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00				0%	
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 256,028.09	\$ -	\$ 703,807.91				27%	
Student Acitivity	79	\$ 313,509.00	\$ 313,509.00	\$ 68,644.48	\$ -	\$ 244,864.52				22%	
REVENUES	TOTALS:	\$ 187,686,923.52	\$ 191,168,718.11	\$ 25,365,808.83	\$ 15,225.55	\$ -	\$ 165,787,683.73			13%	

EXPENSES	25-26		25-26		25-26		25-26		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June			
General	1	\$ 128,823,880.11	\$ 129,180,229.86	\$ 25,217,585.60	\$ 5,099,761.30	\$ 98,862,882.96	23%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 547,497.89	\$ 2,968,212.68	\$ 2,579,753.43	58%		
Transportation	3	\$ 7,101,407.00	\$ 7,864,200.00	\$ 1,251,208.68	\$ 559,779.41	\$ 6,053,211.91	23%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00	\$ 1,296,920.35	\$ 92,470.32	\$ 6,335,861.33	18%		
Operating Captial	5	\$ 7,035,624.00	\$ 7,035,624.00	\$ 2,818,363.42	\$ 723,728.00	\$ 3,493,532.58	50%		
Building Construction	6	\$ -	\$ -	\$ 1,519,061.03	\$ 477,016.26	\$ (1,996,077.29)	#DIV/0!		
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	\$ 389,754.19	\$ -	\$ 635,793.81	38%		
Student Acitivity	79	\$ 311,758.00	\$ 311,758.00	\$ 62,973.23	\$ 14,215.40	\$ 234,569.37	25%		
EXPENSES	TOTALS	\$ 185,784,295.11	\$ 186,903,437.86	\$ 34,460,198.96	\$ 9,935,183.37	\$ - \$ 142,508,055.53	24%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 39,673.78
Expense \$ 75,673.09

Fundraisers Reported September 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
Congdon	5th Grade	\$8,000.00	Wolf Ridge Calendars
Denfeld	Josh Borchardt will be fundraising throughout the year from Oct 18 - March 1 through public speaking engagements and direct donations from participants	\$5,000.00	Community fundraiser for the March BWCAW Dogsledding trip through Wintergreen Dogsled Lodge, \$5,000 fundraising goal.
Denfeld	Denfeld Cheer	\$250.00	Dine to donate
Denfeld	National Honor Society	\$2,700.00	Selling ribbons for cancer awareness
Denfeld	Fine Arts Booster Club	\$1,000.00	Selling Poinsettias and Wreaths
Districtwide	K.E.Y. Zone	\$4,500.00	We will have a thermometer goal to raise money with group prizes at each level such as dress up days. Funds will go towards scholarships for K.E.Y. Zone youth.
East	Duluth East Bands	\$575.00	Betty's Pies Fundraiser for band tour to New Orleans in March of 2026
East	Duluth East A'Capella Choir	\$1,000.00	Christmas Wreaths (Jen's Wreaths)
Lester Park	School-wide	\$32,000.00	Fun Run
Lester Park	4th Grade	\$1,000.00	Selling Pizza at PTA Halloween Dance to earn money for 2026 5th Grade Wolf Ridge Trip

Lincoln Park	Media Center	\$1,000.00	Scholastic Book Fair
Lincoln Park	6 th Grade	\$2,000.00	GiveMN donations for 7th grade field trips and education experiences
Lincoln Park	7 th Grade	\$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
Lincoln Park	8 th Grade	\$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
Lincoln Park	Schoolwide	\$7,500.00	Donation drive to raise funds and collect items (food, clothing, supplies, gift cards) for LPMS Community School students and families (school pantry, clothing closet, household/hygiene items, school supplies, grocery/gas gift cards, holiday/winter break resources for students/families, unique family needs, etc. A wish list of specific high-priority items/needs will be developed and shared with those who would like to contribute.
Ordean-East	Classroom	\$3,000.00	Donations for seats on MN Fund Me
Ordean-East	Library	\$1,500.00	Scholastic Book Fair
Stowe	School forest	\$100.00	Food Truck called "Loose Caboose" donating 10% of sales (attending Stowe's Trunk or Treat event)

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **BID 1341 26' ROOF REPLACEMENT PROJECT – DNT BUILDING**
Date: October 3, 2025

RFP is for a 2026 Roof Replacement to include materials and services.

Three (3) vendors were involved, with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
GARLAND/DBS INC.	\$1,298,436.00
w/MCDOWALL COMPANY INSTALL	
BERWALD ROOFING COMPANY INC	\$1,416,384.00
PALMER WEST CONSTRUCTION COMPANY	\$1,521,060.00

The Facilities Department reviewed the submitted bids from Omnia Partners.

Bryan Brown, Manager of Facilities, recommends accepting and rewarding the bid meeting specifications as submitted by GARLAND/DBS INC for the amount of **\$1,298,436.00**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Kelly Durick Eder, Board Chair



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
DNT Building
424 West First Street
Duluth, MN 55802

Date Submitted: 09/30/2025
Proposal #: 25-MN-250956
MICPA # PW1925

Package # 1341 - 26' Roof Replacement Project - DNT Building

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Tear Off & Preparation** – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project.
 - a. **Section A,B,C,F,H** - Remove the existing roof system and sheet metal down to the deck. Dispose of all debris in a certified landfill. Sweep deck clean of all debris.
 - b. **Section D,E,G** – Remove the existing roof system down to the top surface of insulation. Replace any wet insulation per the unit price found on the bid form with matching type & thickness.
2. **New Insulation** – All roof sections must have a minimum R-35. All insulation shall be mechanically fastened to the deck to Factory Mutual standards including perimeter and corner enhancements.
 - a. **Section A,B,C,H** – Install new tapered polyisocyanurate insulation at a minimum slope of 1/8" per foot throughout the entire field of the roof.
 - b. **Section F** – Install new flat polyisocyanurate insulation throughout the entire field of the roof. Install wood back-nailers 8' on center. Nailers shall be set flush with the top surface of polyisocyanurate.
 - c. **Section D,E** – Install additional flat polyisocyanurate insulation in order to meet or exceed R-35, existing & new combined.

- d. Section G – Install an additional tapered polyisocyanurate insulation at a minimum slope of 1/8" per foot throughout the entire field of the roof to meet or exceed R-35, existing & new combined.
3. **Taper / Sumps / Crickets** – All interior roof drains must have a minimum sump of 12'x12' for single bowls and 12'x16' for double bowl applications. All tapered crickets must slope twice that of the field of the roof and carry a 2 to 1 length to width size ratio. All curbs in excess of 24"x24" must have crickets on the high side.
4. **Recovery Board** - Install ½" wood fiber recovery board set into solid moppings of hot asphalt. Stagger all insulation joints from underlying layers.
5. **Roof System** - Install the new modified bitumen roof system & flashings as specified.
 - a. Section F – This section must be installed using Type IV hot asphalt & back nailing requirements.
 - b. Section A,B,C,D,E,G,H – These sections must be installed using Type III hot asphalt.
6. **Surfacing** - Install the new flood coat and gravel surfacing at specified.
7. **Sheet Metal** - Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable exterior face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

Proposal Price Based Upon Market Experience:	\$ 1,298,436
---	---------------------

Garland/DBS Price Based Upon Local Market Competition:

McDowall Company	\$ 1,298,436
Berwald Roofing Company, Inc.	\$ 1,416,384
Palmer West Construction Company, Inc.	\$ 1,521,060

Unforeseen Site Conditions:

Wet Insulation Replacement	\$	4.56	per Bd. Ft.
Wood Decking Replacement	\$	17.10	per Sq. Ft.
Metal Decking Replacement	\$	34.20	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Mechanical and Electrical work is excluded.
2. Masonry work is excluded.
3. Interior Temporary protection is excluded.
4. Prevailing Wages are included.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP – 330 ROOF REPLACEMENT PROJECT – STOWE
Date: October 3, 2025

RFP is for a 2026 Roof Replacement to include materials and services.

Five (5) vendors were involved, three (3) responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
GARLAND/DBS INC.	\$3,484,090.00
w/PALMER WEST CONSTRUCTION COMPANY INSTALL	
BERWALD ROOFING COMPANY INC	\$4,286,292.00
MCDOWALL COMPANY	\$5,579,976.00
AW KUETTEL & SONS INC	NO BID SUBMITTED
JAMAR COMPANY	NO BID SUBMITTED

The Facilities Department reviewed the submitted bids from Omnia Partners.

Bryan Brown, Manager of Facilities, recommends accepting and rewarding the RFP meeting specifications as submitted by GARLAND/DBS INC for the amount of **\$3,484,090.00**.

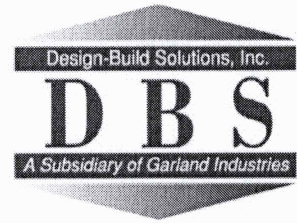
Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Kelly Durick Eder, Board Chair



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Duluth Public Schools
Stowe Elementary School
715 101st Ave W
Duluth, MN 55808

Date Submitted: 09/30/2025
Proposal #: 26-MN-250026
MICPA # PW1925

RFP #330 - 26' Roof Replacement Project - Stowe Elementary School

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: All Roof Sections

Flat Roofs

1. Tear Off & Preparation – all bidding contractors are responsible to field measure and verify existing core data as needed to accurately bid the project. Remove the existing roof system and sheet metal down to the top surface of insulation. Dispose of all debris in a certified landfill. Any wet insulation shall be replaced per the unit price found on the bid form. Proper change notice form must be submitted and signed for approval.
2. New Insulation - Calculate the R-value for the existing insulation. Install additional polyisocyanurate to meet or exceed R-35 (existing & new combined).
3. Install tapered saddles, crickets, 12'X12' scupper sumps to ensure positive drainage throughout the entire roof area. Crickets and saddles shall slope twice that of the field of the roof, 1/4" per foot. Mechanically fasten insulation according to Factory Mutual standards including perimeter & corner enhancements. Contractor to submit insulation shop drawings upon request.
4. Install 1/2" wood fiber recovery board set into solid moppings of Type III hot asphalt. Stagger all insulation joints from underlying layers.
5. Install the new modified bitumen roof system as specified.
6. Install the new modified bitumen flashings as specified.
7. Install the new flood coat and gravel surfacing at specified.

8. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

Standing Seam

1. Remove the existing sheet metal trim pieces & roof panels. Also remove any existing underlayment not adhered to the underlying substrate. Insure a smooth clean substrate upon completion.
2. Prime the field of the roof with Carlisle CCW-702 primer. Install one layer of Rmer Seal self adhering underlayment throughout the entire field of the roof.
3. Install the new 16" standing seam roof system as specified using bearing plates at all clip locations.
4. Install new 24ga. Prefinished sheet metal throughout the perimeter and projections as shown in the detailed drawings meeting or exceeding ANSI-SPRI requirements. Maximum allowable face is 8". All sheet metal must extend down to the field of the roof. NO EXPOSED FLASHINGS ALLOWED.

BASE BID:

Proposal Price Based Upon Market Experience:	\$ 3,484,090
---	---------------------

Garland/DBS Price Based Upon Local Market Competition (BASE BID):

Palmer West Construction Company, Inc.	\$ 3,484,090
Berwald Roofing Company, Inc.	\$ 4,286,292
McDowall Company	\$ 5,579,976
AW Kuettel & Sons, Inc.	No Bid Submitted
Jamar Company	No Bid Submitted

Skylight Work:

Proposal Price Based Upon Market Experience:	\$ 72,237
---	------------------

Garland/DBS Price:

W.L. Hall Co.	\$ 72,237
---------------	-----------

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Mechanical and Electrical work is excluded.
2. Masonry work is excluded.
3. Interior Temporary protection is excluded.
4. Prevailing Wages are included.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

\$38,664,948.70

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH PUBLIC SCHOOLS), MINNESOTA**

**GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS,
SERIES 2025A**

BOND PURCHASE AGREEMENT

October 8, 2025

Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN
Mr. John Magas, Superintendent, Ms. Simone Zunich, Executive Director of Business Services and
Finance Manager and School Board Officer
709 Portia Johnson Drive
Duluth, MN 55802

Mr. Magas, Ms. Zunich and School Board Officer:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter") offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN (the "Issuer") which, upon the Issuer's acceptance of this offer, will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution of this Bond Purchase Agreement by the Superintendent or Executive Director of Business Services and Finance Manager and an officer of the Board of the Issuer, on or before 10:00 A.M., Central Time, on October 9, 2025. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Parameters Resolution and Ratifying/Awarding Resolution (referred to collectively herein as the "Resolutions") or the Preliminary Official Statement (each as defined below).

1. **Purchase and Sale.** (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the \$38,664,948.70 aggregate principal amount of the Issuer's General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the "Bonds"), dated November 5, 2025, the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be \$40,864,678.50 (principal amount of the Bonds, plus premium of \$2,835,292.30, less underwriter's discount of \$635,562.50) (the "Purchase Price"). The Underwriter shall pay the Purchase Price for the Bonds on the day of the Closing by wiring \$40,864,678.50, at the Issuer's direction, to the Issuer's account.

(b) The Bonds are authorized under Minnesota Statutes, Chapter 475 and Section 123B.595. The Bonds will be issued and secured pursuant to a Ratifying/Awarding Resolution that the Issuer intends to adopt at its next regularly scheduled school board meeting. The Parameters Resolution adopted on July 22, 2025 authorized the Superintendent or Executive Director of Business Services and

Finance Manager and an officer of the Board to approve the sale of Bonds by signing the Bond Purchase Agreement. Upon approval by the Superintendent or Executive Director of Business Services and Finance Manager and an officer of the Board, the school board, by the same resolution, is authorized to ratify the sale of the Bonds at its next regularly scheduled meeting.

(c) The Bonds are general obligations of the Issuer secured by an irrevocable pledge of the Issuer's full faith, credit, and taxing power. The Bonds shall be dated November 5, 2025, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit B attached hereto.

(d) The proceeds received by the Issuer from the sale of the Bonds will be used to (i) finance deferred maintenance projects, including, but not limited to (a) Building Envelope, (b) Electrical, (c) Mechanical Systems, (d) Plumbing, and (e) Roof Systems, as set out in the District's Ten-Year Facilities Maintenance Plan dated July 22, 2025 and (ii) pay costs associated with issuance of the Bonds.

2. Sale of All the Bonds; Offering. It shall be a condition to the Issuer's obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the Issuer and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth on the inside front cover page of the Official Statement. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

3. Official Statement. The Issuer hereby ratifies and approves the Preliminary Official Statement dated October 2, 2025 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The Issuer confirms that the Preliminary Official Statement was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule").

Upon acceptance of this offer, the Issuer shall prepare a final Official Statement and shall, within the earlier of seven (7) business days following the date hereof or two business days prior to the Closing Date (as hereinafter defined), deliver to the Underwriter an electronic version (pdf) of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the Issuer hereby approves and consents to the electronic distribution of the Official Statement.

4. Closing. At 9:00 a.m., Central Time, November 5, 2025, or at such other time or date as the Issuer and the Underwriter shall mutually agree upon (the "Closing Date"), the Issuer shall (a) deliver or cause to be delivered, through the custody of The Depository Trust Company, New York, New York ("DTC"), or at such place as the Underwriter and the Issuer shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the Issuer in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter at Milwaukee, Wisconsin, or at such other place as the Issuer and the Underwriter may mutually agree upon, the closing

documents. Concurrently with the delivery of the Bonds and the closing documents at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the purchase price of the Bonds to the order or account of the Issuer in the amount set forth in Exhibit A hereof by wire transfer in immediately available funds. The Closing shall take place at the offices of the Issuer. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

5. Closing Conditions/Right to Cancel. The Underwriter enters into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Resolutions shall be in full force and effect and neither the Resolutions or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the Issuer shall have duly adopted, and there shall be in full force and effect, such other resolutions and agreements or instruments as, in the opinion of Fryberger, Buchanan, Smith & Frederick, P.A. ("Bond Counsel"), shall be necessary in connection with the transaction contemplated hereby.

(b) The Bonds, as set forth in Section 5, shall be deposited with DTC.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which in the Underwriter's judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Issuer is in violation of the Securities Act of 1933, as amended, of the Securities Exchange Act of 1934, as amended, or of the Trust Indenture Act of 1939, as amended or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would make it impracticable for the Underwriter to deliver the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, Minnesota or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(vii) either Fitch Ratings, Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Global Ratings ("S&P") shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds or any general obligations of the Issuer and such action, in the opinion of the Underwriter, would adversely affect the market price or marketability of the Bonds;

(d) At the Closing, the Underwriter shall receive the following documents:

(i) Duly certified copies of the Resolutions;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix A of the Official Statement in form and substance satisfactory to the Underwriter each of which shall be dated the Closing Date;

(iii) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the Issuer herein are true and correct in all material respects as of the date of Closing; (B) the financial information relating to the Issuer provided to the Underwriter presents fairly the financial position of the Issuer as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (C) since June 30, 2020, there has not been any material adverse change in the financial condition of the Issuer taken as a whole or no increase in the Issuer's indebtedness for borrowed money, other than as previously disclosed to the Underwriter; (D) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Resolution, or the validity or enforceability of the Bonds, or the security therefor; and (E) the

Issuer has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

- (iv) An electronic version (pdf) of the Official Statement as executed by the Issuer;
- (v) An electronic version (pdf) of the Continuing Disclosure Agreement;
- (vi) One counterpart original of a transcript of all proceedings relating to the authorization and issuance of the Bonds;
- (vii) Specimen Bonds or a copy of the Bond(s) delivered;
- (viii) A certificate, dated the date of Closing, of the duly authorized representative(s) or officer(s) of the Issuer to the effect that the information contained in the Official Statement as of the date of Closing is correct in all material respects;
- (ix) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s), with a copy of the Resolutions attached, to the effect that the Resolutions has been duly adopted and remains in full force and effect;
- (x) Federal tax form 8038 prepared with respect to the Bonds and ready for filing;
- (xi) The Tax Certificate of the Issuer in form and content reasonably satisfactory to the Underwriter;
- (xii) Evidence that Moody's Investor Services has issued an Underlying Rating of not less than A3 and a MN School District Credit Enhanced Rating of not less than Aa1;
- (xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the Issuer at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Resolutions.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriter shall have any further obligations hereunder, except that Sections (6) and (7) and the representations and warranties of the Issuer contained herein (as of the date made) will continue in full force and effect.

6. Survival. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

7. Payment of Expenses. The Issuer shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the fees and disbursements of Bond Counsel, counsel for the Issuer, (ii) the fees and disbursements of any auditors and other experts retained by the Issuer; (iii) fees charged by the rating agencies for the

rating of the Bonds; (iv) costs and fees of obtaining CUSIP number(s) assigned for the Bonds; (v) costs and fees for the Bonds' DTC-eligibility; (vi) IPREO (electronic book-running/sales order system) charges, and day loan charges (currently at the rate of 1% per annum of the par amount); (vii) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda; and (viii) all other expenses incident to the performance of its obligations under the offering. If the Bonds are not sold by the Issuer to the Underwriter, the Issuer shall pay all such expenses incident to the performance of the Issuer's obligations hereunder as provided in this Section. Notwithstanding the foregoing, the Underwriter shall be responsible for paying all fees to the MSRB in connection with the issuance of the Bonds.

8. Indemnification. The School Board has not authorized, and the Issuer is not specifically authorized under Minnesota law to indemnify the Underwriter. The Issuer agrees, that to the extent it becomes authorized to indemnify the Underwriter, it shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls any Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. This indemnity agreement will be in addition to any liability which the Issuer may otherwise have.

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the Issuer and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Issuer and one or more of the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Issuer and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall the Underwriter (except as may be provided in any agreement among the Underwriter relating to the offering) be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the Issuer shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Issuer on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls an Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the Issuer shall have the same rights to contribution as the Issuer, subject in each case to the applicable terms and conditions of this paragraph.

9. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing or by telex or telecopy to the address shown below, and any notice under this Bond Purchase Agreement to the Underwriter may be given by delivering the same in writing to the Underwriter as follows:

Independent School District No. 709 (Duluth Public Schools) St. Louis County, MN
Attention: Simone Zunich, Executive Director of Business Services and Finance Manager
709 Portia Johnson Drive
Duluth, MN 55802

Robert W. Baird & Co. Incorporated
Attention: Michael Hoheisel, Managing Director
7755 3rd Street North, Suite 400
Oakdale, MN 55128

10. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer.

12. Arm's-Length Transaction. The Issuer acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the Issuer prior disclosures regarding their role as underwriters, their compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the Issuer that the Underwriter is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), the Underwriter is not an agent of the Issuer, and the Underwriter does not have a fiduciary duty to the Issuer in connection with the matters contemplated by this Agreement. The Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

13. Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of is binding on Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as agent or fiduciary, and the Underwriter's engagement is as an independent contractor and not in any other capacity. The Issuer agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter has or is currently advising the Issuer on related or other matters.

14. Electronic Signatures. The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

In addition, the parties to this Bond Purchase Agreement acknowledge that (i) certain legal documents are being executed and delivered by the Issuer through the use of electronic documents signing programs, and (ii) if this Bond Purchase Agreement is signed by way of a digital signature of an authorized representative of the Issuer provided by DocuSign (or such other digital signature provider as specified in

writing by the Issuer to the parties to this Bond Purchase Agreement) in English, then such signature is a valid and binding signature of the authorized representative of the Issuer.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

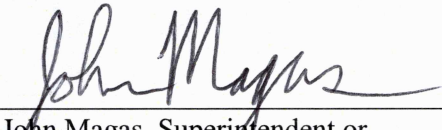
By:



Michael Hoheisel, Managing Director

Accepted and agreed to as
of the date first above written:

**INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH PUBLIC SCHOOLS) ST. LOUIS COUNTY, MN**

By: 
John Magas, Superintendent or
Simone Zurich, Executive Director of Business Services and Finance Manager

By: 
School Board Officer, Name and Title

EXHIBIT A – ADDITIONAL BORROWING INFORMATION

Sources and Uses of Funds

Sources:	
Bond Proceeds:	
Par Amount	38,664,948.70
Premium	2,835,292.30
	41,500,241.00
Uses:	
Project Fund Deposits:	
Project Fund	38,660,200.00
Additional Proceeds for the Project Fund	2,139,428.58
	40,799,628.58
 Cost of Issuance:	
Legal Opinion (Fryberger)	23,000.00
Rating Agency (Moody's)	33,750.00
Paying Agent (U.S. Bank)	2,850.00
Pricing Agent (Blue Rose)	2,100.00
Underwriter's Expenses	3,349.92
	65,049.92
 Underwriter's Discount:	
Underwriter's Discount	635,562.50
	41,500,241.00

Bond Summary Statistics

Dated Date	11/05/2025
Delivery Date	11/05/2025
First Coupon	02/01/2026
Last Maturity	02/01/2034
Arbitrage Yield	3.269462%
True Interest Cost (TIC)	3.521152%
All-In TIC	3.547360%
Average Life (years)	6.221
Weighted Average Maturity (years)	6.226
Duration of Issue (years)	6.234
Par Amount	38,664,948.70
Bond Proceeds	41,500,241.00
Total Interest	
Net Interest	(2,199,729.80)
Bond Years from Dated Date	240,519,329.23
Bond Years from Delivery Date	240,519,329.23
Total Debt Service	50,845,000.00
Maximum Annual Debt Service	13,700,000.00
Average Annual Debt Service	6,171,341.87

Debt Service Schedule

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service
02/01/2029	1,644,405.20	4.42724%		250,594.80	1,895,000
02/01/2030	1,578,121.00	4.42724%		321,879.00	1,900,000
02/01/2031	10,891,500.00	4.42724%		2,808,500.00	13,700,000
02/01/2032	10,424,878.00	4.42724%		3,275,122.00	13,700,000
02/01/2033	9,978,121.00	4.42724%		3,721,879.00	13,700,000
02/01/2034	4,147,923.50	4.42724%		1,802,076.50	5,950,000
	38,664,948.70		0	12,180,051.30	50,845,000

Pricing Summary

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal per \$5,000 at Maturity	CAB Value at Maturity	Premium (-Discount)	Principal Cost
Premium Capital Appreciation Bonds:									
	02/01/2029	1,644,405.20	4.42724%	2.940%	90.980	4,338.80	1,895,000	79,665.80	1,724,071.00
	02/01/2030	1,578,121.00	4.42724%	3.000%	88.141	4,152.95	1,900,000	96,558.00	1,674,679.00
	02/01/2031	10,891,500.00	4.42724%	3.090%	85.159	3,975.00	13,700,000	775,283.00	11,666,783.00
	02/01/2032	10,424,878.00	4.42724%	3.200%	82.031	3,804.70	13,700,000	813,369.00	11,238,247.00
	02/01/2033	9,978,121.00	4.42724%	3.400%	78.344	3,641.65	13,700,000	755,007.00	10,733,128.00
	02/01/2034	4,147,923.50	4.42724%	3.520%	75.014	3,485.65	5,950,000	315,409.50	4,463,333.00
		38,664,948.70					50,845,000	2,835,292.30	41,500,241.00
	Dated Date				11/05/2025				
	Delivery Date				11/05/2025				
	First Coupon				02/01/2026				
	Par Amount				38,664,948.70				
	Premium				2,835,292.30				
	Production				41,500,241.00	107.332978%			
	Underwriter's Discount				(635,562.50)	(1.643769%)			
	Purchase Price				40,864,678.50	105.689209%			
	Accrued Interest								
	Net Proceeds				40,864,678.50				

Bond Accreted Value Table

Date	Premium Capital Appreciation Bonds 02/01/2029 2.94%	Premium Capital Appreciation Bonds 02/01/2030 3%	Premium Capital Appreciation Bonds 02/01/2031 3.09%	Premium Capital Appreciation Bonds 02/01/2032 3.2%	Premium Capital Appreciation Bonds 02/01/2033 3.4%	Premium Capital Appreciation Bonds 02/01/2034 3.52%
11/05/2025	4,549.00	4,407.05	4,257.95	4,101.55	3,917.20	3,750.70
02/01/2026	4,580.80	4,438.55	4,289.25	4,132.80	3,948.90	3,782.10
08/01/2026	4,648.15	4,505.10	4,355.55	4,198.90	4,016.00	3,848.65
02/01/2027	4,716.45	4,572.70	4,422.80	4,266.10	4,084.30	3,916.40
08/01/2027	4,785.80	4,641.30	4,491.15	4,334.35	4,153.70	3,985.35
02/01/2028	4,856.15	4,710.90	4,560.55	4,403.70	4,224.35	4,055.50
08/01/2028	4,927.55	4,781.55	4,631.00	4,474.15	4,296.15	4,126.85
02/01/2029	5,000.00	4,853.30	4,702.55	4,545.75	4,369.20	4,199.50
08/01/2029		4,926.10	4,775.20	4,618.50	4,443.45	4,273.40
02/01/2030		5,000.00	4,849.00	4,692.40	4,519.00	4,348.60
08/01/2030			4,923.90	4,767.45	4,595.80	4,425.15
02/01/2031			5,000.00	4,843.75	4,673.95	4,503.05
08/01/2031				4,921.25	4,753.40	4,582.30
02/01/2032				5,000.00	4,834.20	4,662.95
08/01/2032					4,916.40	4,745.00
02/01/2033					5,000.00	4,828.50
08/01/2033						4,913.50
02/01/2034						5,000.00

October 6, 2025

Independent School District No. 709, Duluth Public Schools, Minnesota
Attention: Simone Zunich, Executive Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

Re. Underwriting Engagement Letter – Multiple Offerings

Ms. Zunich:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole or senior bookrunning managing underwriter for Independent School District No. 709, Duluth Public Schools, Minnesota (“you” or the “Issuer”) on your proposed offerings (the “Offerings”) of the following securities (the “Securities”):

1. Approximately \$38,659,960.45 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “2025A Bonds”)
2. Approximately \$9,795,000 Full Term Certificates of Participation, Series 2025B (the “2025B Certificates”)

This letter will confirm the terms of our engagement; however, it is anticipated that, for each Offering, this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the Offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase the Securities.

1. Services to be Provided by Baird. The Issuer hereby engages Baird to serve as managing underwriter of each Offering, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the Offerings and the Securities
- Develop a marketing plan for the Offerings, including identification of potential purchasers
- Assist in the preparation of the official statement and other Offering documents
- Contact potential investors, provide them with Offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in preparing materials to be provided to securities rating agency or agencies and in developing strategies for meetings with the rating agency or agencies to obtain a rating for the Securities
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- Inform the Issuer of the marketing and Offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the Offerings to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

In addition, as part of our underwriting services, Baird may provide advice concerning the structure, timing, terms and other similar matters about the Offerings at the Issuer's request. Please note that Baird would be providing such advisory services in its capacity as underwriter and not as a municipal advisor to the Issuer.

2. Fees and Expenses. For each Offering, Baird's proposed underwriting fee/spread will not exceed \$12.50 per \$1,000 of the maturity value of the 2025A Bonds and \$12.50 per \$1,000 of the borrowing amount of the 2025B Certificates and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement, net of expenses paid by the underwriter. The underwriting fee/spread for an Offering will be contingent upon the closing of such Offering and the amount of the fee/spread will be based on the principal or par amount of the Securities.

The Issuer shall be responsible for paying or reimbursing Baird for all costs of issuance for each Offering, including without limitation, CUSIP, DTC, IPREO (electronic book-running/sales order system); a day loan charge (currently at the rate of 1% per annum of the par amount); official statement printing and mailing/distribution charges; bond counsel, disclosure counsel and underwriter's counsel fees; municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and all other expenses incident to the performance of the Issuer's obligations under the Offerings. However, Baird will be responsible for paying any fees to the MSRB in connection with the issuance of the Securities.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17.

- Disclosures Concerning the Underwriter's Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - An underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - An underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
 - An underwriter will review the official statement for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriter's Compensation:

Payment or receipt of the underwriting fee or discount for an Offering will be contingent on the closing of such Offering and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the Offerings. Baird has previously served as underwriter, placement agent or municipal advisor on other bond offerings and financings for the Issuer and expects to serve in such capacities in the future. Baird is currently providing dissemination agent services to the Issuer. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the Offerings) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the Offerings. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the Offerings or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- o Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the final Offering. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to this letter, actions taken or omitted in connection herewith, the offering materials, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct. Any Purchase Agreement executed in connection with the Offerings will contain indemnification provisions for the benefit of Baird, on terms consistent with industry standards.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Minnesota. This letter contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of each Offering, place announcements and advertisements or otherwise publicize a description of the Offerings and Baird's role in them on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the Offerings. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

Page 4 of 8

In addition, the Issuer agrees that all opinions of counsel written in connection with the Offerings, including but not limited to those opinions from bond counsel and issuer counsel, will include Baird as an addressee or alternatively will be accompanied by letters from such counsel entitling Baird to rely on such opinions.

If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Offerings. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with the Offerings and the confidence you have placed in us.

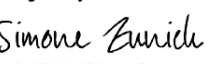
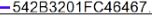
Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Michael Hoheisel, Managing Director

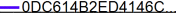
Accepted on: 10/6/2025

**INDEPENDENT SCHOOL DISTRICT NO. 709,
DULUTH PUBLIC SCHOOLS, MINNESOTA**

Signed by:

By: 
Simone Zurich, Executive Director of Business Services

**INDEPENDENT SCHOOL DISTRICT NO. 709,
DULUTH PUBLIC SCHOOLS, MINNESOTA**

Signed by:

By: 
Kelly Durick-Eder, Board Chair

**Disclosures of Material Financial Characteristics
and Financial Risks of Proposed Offering of Fixed Rate Bonds**

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter or placement agent for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of and interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality’s full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

Tax Increment or Tax Allocation Bonds

“Tax increment” or “tax allocation” bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer’s full faith and credit or moral obligation.

Conduit Bonds

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector

entity or a 501(c)(3) organization (the “borrower” or “obligor”). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

Charter School Bonds

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

Financial and Other Covenants

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor’s) credit ratings and may effectively limit your (or the obligor’s) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your (or the obligor’s) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

If your (or the obligor's) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Continuing Disclosure Risk.

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

Expenditure Contracts Signed September 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
TeamWorks	\$4,000.00*	Superintendent's Office (DU)	TeamWorks Innovation Lab 2025-26
Commercial Shade & Blind LLC	\$26,118.00*	Facilities (DR)	Quote #4398 Lowell Window Shade Replacement
Belknap Electric, Inc.	\$2,668,386.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 13 – Electrical – Original Bid approved 8/19/25
Sorlie Acoustics, Inc.	\$190,685.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 09 – Acoustical Ceilings – Original Bid approved 8/19/25
Mulcahy Nickolaus, LLC	\$174,195.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 06 – Painting – Original Bid approved 8/19/25
Intercon Group, Inc.	\$3,275,480.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 03 – General Construction – Original Bid approved 8/19/25
Pinnacle Wall Systems	\$1,065,000.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 05 – Gypsum Assemblies – Original Bid approved 8/19/25
FirePro Sprinkler Specialists, Inc.	\$198,000.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 11 – Fire Suppression – Original Bid approved 8/19/25
Harbor City Masonry, Inc.	\$189,435.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 02 – Masonry – Original Bid approved 8/19/25

Veit & Company, Inc.	\$138,000.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 01 – Utilities – Original Bid approved 8/19/25
Superior Glass, Inc.	\$48,140.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 04 – Glass & Glazing – Original Bid approved 8/19/25
Larson Elevator Company	\$219,000.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 10 – Conveying Systems – Original Bid approved 8/19/25
Northland Flooring & Design, LLC	\$280,000.00	Facilities (DR)	DNT Educational Center Buildout – Work Scope 08 – Tiling – Original Bid approved 8/19/25
Northland Constructors of Duluth	\$75,000.00	Facilities (DU)	Watermain replacement at Denfeld High School
Infosec	\$3,369.00*	Technology (DU)	Cybersecurity awareness training
Google Workspace for Education Domain	\$45,000.00*	Technology (DU)	9,000 licenses for Education Plus
Midwest Communications	\$13,80.00*	Transportation (DU)	Tower rental for radio communication – 2026-2028
Lakeview Christian Academy	TBD	Transportation (DU)	Parent transportation reimbursement for 2025-26 school year at .38/mile
Many Rivers Montessori	TBD	Transportation (DU)	Parent transportation reimbursement for 2025-26 school year at .38/mile
Bjorklund Compensation Consulting, LLC	\$2,000.00*	Human Resources (DU)	Addendum increasing rate of original contract from \$3,000.00 to \$5,000.00 – Used for banding and grading job descriptions
Duluth Area Family YMCA	\$12,360.00	Teaching, Learning & Equity (DU)	Gymnasium rental space for ALC for 2025-26 school year
Lavenda Vann	\$1,125.00*	Office of Education Equity (DR)	Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program
Brooke Lunski	\$1,125.00*	Office of Education Equity (DR)	Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program
ASLIS	TBD	Special Services (DR)	ASL Interpreting Services for 2025-26 school year - Rates vary depending on service (see contract)
SpEd Forms LLC	\$31,700.66*	Special Services (DR)	SpEd and MA forms – software license and services agreement for 10/20/25-10/2026

Andrew Kimball	\$1,350.00*	Early Childhood (DR)	CPR First Aid classes for Duluth Preschool staff
University Nursery School	\$4,753.00*	ECSE (DR)	IEP services for student
WeVideo	\$4,876.00*	East High School (DU)	601 to 1,000 Seats of WeVideo Platform Base Subscription



EDUCATION LEADERSHIP SOLUTIONS

7037 20th Ave S, Suite A
Centerville, MN 55038
www.teamworks4ed.com

WORK ORDER

WORK ORDER #

IL25-26

DATE

9/9/25

CLIENT NAME

Duluth Public Schools

PARTICIPANT NAME

John Magas

DESCRIPTION

FEE

TeamWorks Innovation Lab 2025-26

\$4,000

WORK ORDER APPROVAL

X 

Raymond C. Queener

Owner and Principal Consultant

TeamWorks International, Inc

X 

John Magas (Sep 10, 2025 10:03:25 CDT)

John Magas

Superintendent

Duluth Public Schools

Thank You For Your Business!

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

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

TAX ID: 8014301

Vendor 114292

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V
E
N
D
O
R** Commercial Shade and Blind LLC
N4552 459th St
Menomonie, WI 54751

**S
H
I
P
T
O** LOWELL ELEMENTARY SCHOOL
2000 RICE LAKE RD
DULUTH, MN 55811

Attention to: Bryan Brown/KAB

Purchase Order Number

01526075

Lowell Window Shades

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Window Shades at Lowell Elementary School	26,118.	26,118.00

43 each Manual Roller Shades with Fascia
Draper Clutch Flexshade 48001% Openness Fleece Shade Cloth
Installation

See Attached Quote #Q-4398 Dated 09/06/2025
For Full Order Details

Note: ISD 709 is Tax Exempt Our ST3 Form Has
Been Emailed to Czastrowservices@gmail.com

Note: Bill To Address Is Not On The Quote,
Please Update Your Records With:

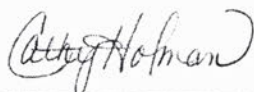
ISD 709 Duluth Public Schools
Accounts Payable
709 Portia Johnson Drive
DULUTH, MN 55811

Or Email Invoice To: ap.vendor@isd709.org

Email PO to: Czastrowservices@gmail.com

Total: \$26,118.00

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 09/17/2025

Page 1 of 1

COMPANY

PRICE

RANK

PROJECT

Replacing window shades @ Lowell Q- 4398

MN Commercial Shade \$26,118.00

1

Belangers Inc. \$32,720

2

MN COMMERCIAL SHADE AND BLIND

4425 200TH ST. E FARMINGTON, MN 55024

CZASTROWSERVICES@GMAIL.COM

507-990-3001

9/6/2025

Q-4398

Attention: Bryan Brown

Project: Lowell Elementary School

Quote: Window Shades

43 each Manual Roller Shades with Fascia

Draper Clutch Flexshade 4800 1% Openness Fleece Shade Cloth

Installation.

Price..... \$26,118.00

Sales Tax if Applicable: \$2,319.00

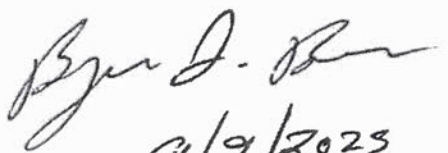
Quote good for 90 days. Please contact Chad Zastrow with questions.

Czastrowservices@gmail.com

Cell: 507-990-3001

Thank you,

Chad Zastrow

Approved: 
9/9/2025

rejected quote



5007 Matterhorn Drive
Duluth MN 55811
Phone - 218-727-5054
Fax - 218-727-3649
www.belangersinc.com
e-mail - info@belangersinc.com

Quotation

Q-4398

DATE

8/29/2025

NAME / ADDRESS

ISD 709 Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

DESCRIPTION	QTY	TOTAL
Re: Lowell Elementary School Mics Remodeling		
Window Treatment		
Roller shade systems using pattern #4800 color Fleece. This Mesh cloth will have a 1% openness factor. All shades will have Fascia to cover the rollers at the top in color Bronze.	41	29,780.00
Installation	41	2,940.00
Quotation prepared by Gary Melander		TOTAL \$32,720.00

Clerical and typographical errors are subject to correction. All prices subject to change after 30 days. All agreements and sales subject to strikes, accidents or causes beyond our control. We are not liable for consequential damages. All sales or other taxes, if any, shall be paid by the purchaser.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 13 – Electrical

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:19:34 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(942695532)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Million, Six Hundred Sixty-Eight Thousand, Three Hundred Eighty-Six and 00/100 Dollars (\$ 2,668,386.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #6: 15 Data drops not identified on plans	\$4,500.00
Allowance #6: Power for exterior signage, or lighting	\$2,500.00

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:19:34 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(942695532)

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Christopher Krook
Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880
715-394-7769
chriskrook@belknapelectric.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 - 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:19:34 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(942695532)

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

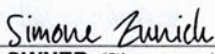
(Table deleted)

(Table deleted)

(Paragraph deleted)

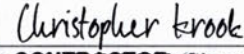
- .9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:


 OWNER (Signature) 9/17/2025

Simone Zurich
 Executive Director of Business Services
 (Printed name and title)

Signed by:


 CONTRACTOR (Signature) 9/17/2025

Christopher Krook
 President
 (Printed name and title)

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:19:34 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(942695532)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Sorlie Acoustics, Inc.
4729 Martin Road
Duluth, MN 55803

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 09 – Acoustical Ceilings

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init. AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:12:35 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1399600185)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

- ☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Ninety Thousand, Six Hundred Eighty-Five and 00/100 Dollars (\$ 190,685.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #5: Trade Damage	\$3,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Matt Olin
Sorlie Acoustics, Inc.
4729 Martin Road
Duluth, MN 55803
218-733-7055
mattolin@sorlieacoustics.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:12:35 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1399600185)

Init.

7

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:
Matt Olin 9/17/2025
CONTRACTOR (Signature)

Matt Olin
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Mulcahy Nickolaus, LLC
2980 Granada Lane North
Oakdale, MN 55128

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 06 – Painting

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init. / AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:09:07 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1766667091)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Seventy-Four Thousand, One Hundred Ninety-Five and 00/100 Dollars (\$ 174,195.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:09:07 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1766667091)

(Identify each allowance.)

Item	Price
Allowance #4: Trade Damage	\$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1 The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1
(Paragraphs deleted)
Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- [
[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum
§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A
(Paragraphs deleted)

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Derek Wiles
Mulcahy Nickolaus
2980 Granada Lane N
Oakdale, MN 55128
651-770-5250
derek.wiles@mulcahynickolaus.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Derek Wiles 9/17/2025
CONTRACTOR (Signature)
Derek Wiles
Project Manager
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Intercon Group, Inc.
1775 Shilhon Road
Duluth, MN 55804

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 03 – General Construction

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

- ☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Three Million, Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$ 3,275,480.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2: Infill	\$18,480.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

3

(Identify each allowance.)

Item	Price
Allowance #1: Exterior Signage	\$15,000.00
Allowance #2: Owner Allowance	\$15,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1 The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work:

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Barry Lobbstael
Intercon Group Inc.
1775 Shilhon Road
Duluth, MN 55804
218-464-2876
barry@intercogroupinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/17/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Brian Lobbestael 9/17/2025
CONTRACTOR (Signature)

Brian Lobbestael
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake, MN 55110

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 05 – Gypsum Assemblies

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:06:01 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(844646511)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Million, Sixty-Five Thousand and 00/100 Dollars (\$ 1,065,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #3: Owner Allowance	\$5,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1 The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work;

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Sam Caspers
Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake, MN 55110
651-653-3303
sam.caspers@pinnaclewall.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/24/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:
Jack Mulcahy 9/22/2025
CONTRACTOR (Signature)

Jack Mulcahy
Owner
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

FirePro Sprinkler Specialists, Inc.
5501 Miller Trunk Hwy.
Hermantown, MN 55811

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 11 – Fire Suppression

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Ninety-Eight Thousand and 00/100 Dollars (\$ 198,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1C: Water Service	\$8,600.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- 4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Craig Johnson
FirePro Sprinkler Specialists, Inc.
5501 Miller Trunk Highway
Hermantown, MN 55811
218-343-2006
craig@fireprosprinklers.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:57 on 09/17/2025 under Order No.20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1919056461)

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:
Simone Zurich 9/23/2025
OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:
Craig Johnson 9/22/2025
CONTRACTOR (Signature)
Craig Johnson
Project Manager
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
 709 Portia Johnson Drive
 Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Harbor City Masonry, Inc.
 310 S. Central Avenue
 Duluth, MN 55807

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
 424 West First Street
 Duluth, MN 55802

Work Scope 02 - Masonry

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
 1331 Tyler Street N.E., Suite 101
 Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
 3335 W. St. Germain Street
 St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Eighty-Nine Thousand, Four Hundred Thirty-Five and 00/100 Dollars (\$ 189,435.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: (Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)	

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Roger Anderson
Harbor City Masonry, Inc.
310 S. Central Ave
Duluth, MN 55807
218-628-3686
roger@harborcitymasonry.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:59:29 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1232290392)

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

9/23/2025

OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:

Roger Anderson

9/22/2025

CONTRACTOR (Signature)

Roger Anderson
President
(Printed name and title)

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:59:29 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents* Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1232290392)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 01 - Utilities

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Thirty-Eight Thousand and 00/100 Dollars (\$ 138,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1B: Water Service	\$50,000.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:56:20 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1649959473)

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i>		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Andy Dammer
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374
763-428-2242
andy.dammer@veitusa.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich
OWNER (Signature)

9/23/2025

Signed by:

Peter Williams
CONTRACTOR (Signature)

9/22/2025

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Peter Williams
General Counsel & Secretary
(Printed name and title)

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:56:20 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1649959473)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Superior Glass, Inc.
7500 Tower Avenue
Superior, WI 54880

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 04 – Glass & Glazing

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Forty-Eight Thousand, One Hundred Forty and 00/100 Dollars (\$ 48,140.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i>		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mark Bissonette
Superior Glass, Inc.
7500 Tower Avenue
Superior, WI 54880
715-685-0500
mbissonette@superiorglass.us

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:04:07 on 09/17/2025 under Order No.20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1682789989)

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

OWNER (Signature)

10/1/2025

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:

Mark Bissonette

CONTRACTOR (Signature)

9/26/2025

Mark Bissonette
Estimator/Project Manager
(Printed name and title)

Init.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Larson Elevator Company
19932 Cardinal Drive
Grand Rapids, MN 55744

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 10 – Conveying Systems

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:14:21 on 09/17/2025 under Order No.20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1249076816)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred Nineteen Thousand and 00/100 Dollars (\$ 219,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: (Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted) (Table deleted) (Paragraphs deleted)		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.1.4.3.1** The amount of each progress payment shall first include:
- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[**X**] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tony Larson
Larson Elevator
19932 Cardinal Drive
Grand Rapids, MN 55744
218-256-9030
tony@larsonlevator.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:14:21 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1249076816)

Init.

7

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

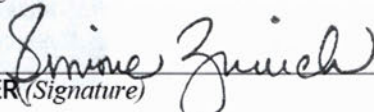
(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)
Simone Zurich
Executive Director of Business Services
(Printed name and title)

CONTRACTOR (Signature)
Tony Larson
President
(Printed name and title)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 17th day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55802

and the Contractor:
(Name, legal status, address, and other information)

Northland Flooring & Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744

for the following Project:
(Name, location, and detailed description)

Duluth Public Schools, ISD #709 – Education Center
424 West First Street
Duluth, MN 55802

Work Scope 08 – Tiling

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

Miller Architects
3335 W. St. Germain Street
St. Cloud, MN 56301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:10:42 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1330725220)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by July 3, 2026.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Hundred Eighty Thousand and 00/100 Dollars (\$ 280,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3 - 4.6 Intentionally omitted <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i> <i>(Table deleted)</i> <i>(Paragraphs deleted)</i>		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811
bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jake Skelly
Northland Flooring and Design, LLC
21844 US Highway 169
Grand Rapids, MN 55744
218-999-7666
skell024@hotmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:10:42 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1330725220)

Init.

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	July 25, 2025	117
Two	July 29, 2025	1
Three	July 31, 2025	3
Four	August 4, 2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraph deleted)

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

(Paragraph deleted)

.9 Other documents, if any, listed below:

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich

10/8/2025

OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

DocuSigned by:

Terry Steel

10/8/2025

CONTRACTOR (Signature)

Terry Steel
President
(Printed name and title)

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:10:42 on 09/17/2025 under Order No. 20250097344 which expires on 01/29/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1330725220)



Date: 10/6/2025

Proposal #: 47251103

Proposal to: ISD 709 (Jeremy Degraef)

Project: Denfeld High School – Watermain Replacement

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

Inclusion:

- Mobilization/supervision.
- Provide traffic control, PPE & safety equipment to allow for safe work practices.
- (1) Trench box (up to 5 days utilization).
- Up to 12 hours of Hydro-excavator time.
- Import/Install up to 225LF of 4"IDP.
- Import/Install up to 28CY of recycled class 5 or crushed rock to bed pipe.
- Import/Install (2) 4" alpha couplers with zinc bags.
- Basic site restoration –
 - ➔ Import/install up to 28CY of topsoil.
 - ➔ Up to 50Pds. Contractors blend grass seed.
 - ➔ 3 rolls of erosion blanket & staples.
- Gopher 1 call – Locate.
- Northland assumes adequate access to the site.

Exclusion:

- Pre-existing contaminated soils removal or disposal.
- Engineering, permits & Analytics/testing, & private locating.
- Dewatering.
- Temporary heating solution/winter conditions.
- Turf mats, landscaping, tree planting.
- Mechanical, electrical, sprinkler work.
- Liquidated damages, bonds.
- Bituminous & concrete cutting/excavation.

Time & Materials Rate Schedule:

ESTIMATED BUDGETARY AMOUNT: \$75,000

***Add Alternate 1: Hydro-Excavator Rate is \$400//Hr. (Port to Port)**

Any additional vac trucking requested,

***Add Alternate 2: Additional Materials.**

Any additional materials needed to complete repair may be subject to a 10%MU – invoices can be provided.

NORTHLAND CONSTRUCTORS OF DULUTH | 4843 Rice Road, Duluth, MN 55803

Phone: 218.722.8170 | Fax: 218.722.8170 | northlandconstructors.com | EOE, including disability/vets



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

Notes:

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

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

Sincerely,

Cody Solem
Environmental & Industrial Response Services
Northland Constructors of Duluth, a division of Mathy Construction Company

Proposal Acceptance

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of _____ and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions, and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all terms and conditions on the following page.

CONTRACTOR

Northland Constructors of Duluth

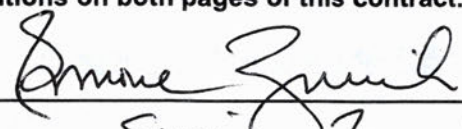
By: _____

Print Name: _____

Date: _____

PURCHASER

I have read and understand the terms and conditions on both pages of this contract.

By:  _____

Print Name: Simone Zunic

Date: 10/8/25



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. § 61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60 and Executive Order 13496, which are incorporated herein by specific reference. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.

NORTHLAND CONSTRUCTORS OF DULUTH | 4843 Rice Road, Duluth, MN 55803

Phone: 218.722.8170 | Fax: 218.722.8170 | northlandconstructors.com | EOE, including disability/vets



Statement of Work

Company Address Cengage Learning Inc., DBA Infosec
5191 Natorp Blvd.
Mason, OH 45040
US

Quote Number 00292280
Created Date 9/11/2025
Expiration Date 9/30/2025

Prepared By Jeremy Letournel
Phone (608) 447-0701
Email jeremy.letournel@cengage.com

Account Name Duluth Public Schools - ISD 709
Contact Name Timothy Dignan
Contact Phone (218) 336-8700
Contact Email timothy.dignan@isd709.org

Bill To Name Duluth Public Schools - ISD 709
Bill To 4316 Rice Lake Rd Ste 108
Duluth, Minnesota 55811
United States

Ship To Name Duluth Public Schools - ISD 709

Product	Sales Price	Quantity	Subtotal	Line Item Description
AwareED Only	USD 0.00	1.00	USD 0.00	
Infosec IQ Enterprise 100-499	USD 11.23	300.00	USD 3,369.00	Awareness Training Only
Infosec IQ Implementation Professional Services	USD 0.00	1.00	USD 0.00	Implementation and Client Success Services included
			Contract Length (months)	12
			Grand Total	USD 3,369.00

Contract Overview

Additional Seats - 300
This Purchase
Total Learner Seats 300
for Contract
Plan Enterprise

Next Renewal 9/30/2026
Payment Due Date
Contract Start Date 10/1/2025
Contract End Date 9/30/2026
Software License 10/1/2025
Start Date

Payment

Amount Due USD 3,369.00
Payment Terms Net 30

Due Date 10/31/2025

Signature: *Simone Bunick*

Date: 9/16/2025

Applicable sales taxes may be applied at the time of invoicing. If you are exempt from sales tax and have not recently provided Cengage with a sales tax exemption certificate, please send to MS.Certificates@Cengage.com. For other sales tax inquiries, contact MS.Tax@Cengage.com.

Subject to Infosec License Agreement: <https://www.infosecinstitute.com/infosec-license-agreement/>

All prices in US Dollars.

October 2, 2025

Our institution would like to purchase Education Plus, and our primary Google Workspace for Education Domain is isd709.org

This letter verifies the purchase of 9,000 licenses, which is equal to or greater than our current total enrollment of 8,860 (representing all students, including full and part time).

We understand that:

- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- Our institution will receive 1 staff license at no cost for every 4 paid student licenses.
- Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.
- More information about licensing and pricing policy is available [here](#).

Sincerely,



Simone Zurich
Executive Director of Business Services

45K total for 12 months
Oct 25 - Oct 26



CDW Customer Service Order Form Google Workspace for Education

Seller	CDW Government LLC
Seller Address	200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer	Duluth Public School District ISD 709
Subscription Term Start Date	Upon Service Activation

NAME	PRICE	QTY	SUBTOTAL
Google Workspace for Education Plus	\$5.00	9000	\$45,000.00
Google Workspace for Education Plus	\$0.00	2250	\$0.00
Total			\$45,000.00

Google Workspace Add-On Products/Services	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee*
		Monthly	\$	\$

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees** \$ _____

*The Total Monthly Service Fee for Google Voice is an estimate only and is based on the licensed quantity set forth in the table above. Seller will invoice Customer based on the actual quantity of licenses used in the month at the Monthly Service Fee Per User rate specified above.

**These are estimate monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

Customer Technical Contact	gregory.krueger@isd709.org
Phone Number	218-336-8700
Email address	gregory.krueger@isd709.org
Off-Domain Email Address	simone.zunich@isd709.org
Google App Domain	isd709.org
NCES ID (If applicable)	2711040
Order Type (If applicable)	

Subscription Term Fee Total: \$45,000.00

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement, which shall be identified on Sellers' ordering documents.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. CANCELLATION POLICY FOR GOOGLE VOICE – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

6. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace and Add-On Products and Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

7. GOOGLE REQUIRED TERMS:

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

(If not signing electronically, please sign, print your name and date below)

Simone Zurich

Simone Zurich

Exec. Dir. Finance & Business Services

10-07-2025

CERTIFICATE *of* SIGNATURE

REF. NUMBER

BPVG9-IJ3CG-F77YV-MKJZN

DOCUMENT COMPLETED BY ALL PARTIES ON

07 OCT 2025 15:38:53
UTC

SIGNER

EMAIL

SIMONE.ZUNICH@ISD709.ORG

TIMESTAMP

SENT

18 SEP 2025 14:29:12

VIEWED

07 OCT 2025 15:37:37

SIGNED

07 OCT 2025 15:38:53

SIGNATURE

Simone Zunich

IP ADDRESS

24.158.25.243

LOCATION

DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

07 OCT 2025 15:37:37



Third Amendment to Tower Use Agreement

THIS THIRD AMENDMENT TO TOWER USE AGREEMENT (the "**Amendment**") is effective as of the 1st day of January 2026, by and between Midwest Communications, Inc., a Wisconsin corporation, d/b/a Midwest Communications of Wisconsin, Inc. ("**Lessor**") and Duluth Public School District ("**Lessee**").

WITNESSETH:

WHEREAS, Landlord and Tenant are the parties to that certain Tower Use Agreement, dated January 6, 2012 (the "**Agreement**"); and

WHEREAS, Landlord and Tenant wish to extend and amend the Agreement as provided herein;

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

1. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed thereto in the Agreement for 5th Avenue W & 12th Street, Duluth, MN.
2. Amend Item 1.10 Term: The Term of the Agreement is hereby extended through December 31, 2028.
3. Amend Items 1.13 Monthly Fee: As of January 1, 2026, the monthly fee will remain \$380, payable monthly in advance, on or before the first day of each month during the Term hereof.
4. Except to the extent and as modified hereby, the Lease shall be unmodified and remain in full force and effect. This Amendment shall only be effective upon the execution by all parties hereto and may be executed in counterparts, each of which shall be original and which together shall constitute the whole of this document.
5. This document may be executed in one (1) or more counterparts, which, when taken together, shall constitute the same original.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Second Amendment to Tower Use Agreement as of the date first set forth above.

LESSOR:

MIDWEST COMMUNICATIONS, INC.
d/b/a Midwest Communications of
Wisconsin, Inc.

By: 

Name: Paul Rahmlow

Title: CFO

LESSEE:

DULUTH PUBLIC SCHOOL DISTRICT
711 Portia Johnson Drive
Duluth, MN 55811

By: 

Name: Simone Zunic

Title: Exec. Dir. Finance 9.15.25

Lakeview Christian Academy

Guidelines for

TRANSPORTATION REIMBURSEMENT

2025-2026

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. The initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools are in session and only for their mileage. Car pool mileage should not be submitted. For the 2025-2026 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 5, 2026.

SCHOOL NAME

BY _____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY *Sirvine Zinich* **9.29.25**
Director of Business Services

Guidelines for
TRANSPORTATION REIMBURSEMENT
2025-2026

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. The initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

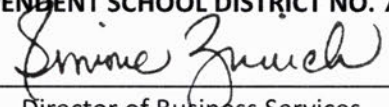
(One round trip from home to school)

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools are in session and only for their mileage. Car pool mileage should not be submitted. For the 2023-2024 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 5, 2026.

SCHOOL NAME

BY _____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY  _____
Director of Business Services

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 12th day of September 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

BJORKLUND COMPENSATION CONSULTING, LLC.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and BJORKLUND COMPENSATION CONSULTING, LLC. (the "Parties") entered into the contract (the "Contract") dated August 4th, 2025, for the purpose of Banding and Grading job descriptions.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$3,000.
 - b. These changes to existing contract are not to exceed an additional \$5,000.
 - c. This amendment would increase the total amount for yearly contracted services to maximum of \$8,000.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

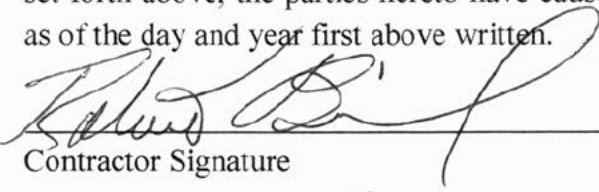
Miscellaneous Terms

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

Governing Law

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

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


Contractor Signature


SSN or EIN

9/12/2025
Date


Program Director

9/22/2025
Date

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

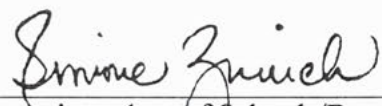
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

 X Check if the contract will be paid using District funds and enter the budget code in the top line below.

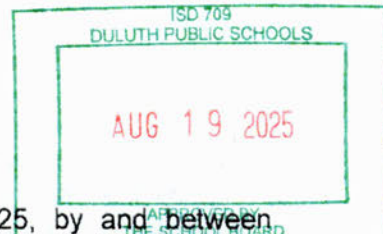
01	E	12	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

 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 Chair

9.23.25
Date



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Bjorklund Compensation Consulting LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Banding and grading job descriptions as needed by the District.
3. **Background Check.**

Contractor will have no contact with students or be on District premises so will have no need to perform a background check.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 per job description and \$3,000 in total. This amount will be tracked by the District and the District will create an addendum to this contract if contracted services go over the agreed upon amount set by this contract.

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. The District shall reimburse Contractor for associated travel expenses should the District require on-site presentation, discussion or consulting services, the funding of these expenses shall come out of the total of the agreed upon amount within this contract or its addendums.

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. Contractor's methodology shall remain Contractor's proprietary materials and the District agrees not to share those methods outside of the District nor with any competitor.
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: Human Resources Department, 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

19521 103rd Avenue, Corcoran, MN 55374 and emailed to rwbjorklund@gmail.com

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.

Sherrin Seaman

08/01/2025

Contractor Signature

[Signature]

SSN/Tax ID Number

[Redacted]

Date

7/22/2023

Program Director

[Redacted]

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	012	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zurich

8.4.25

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

Date



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2025-2026**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 2, 2025, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 2, 2025 and ending June 30, 2026.
- Complimentary use of the full gym up to 40 hours throughout the school year.
- Rental of gym space through school year if requested at cost of \$37.00 per hour per ½ gym space
- Additional exclusive rental space can be provided if needed at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year. Noting that an ID will be required for all.
- All new student members under 18 would be required to participate in an orientation in our Wellness Center, or test out with a Wellness coach, prior to use of the Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$45.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).
- At the end of the school year, for the summer months, there will be an option to continue memberships at a cost of \$880.00 per month.

For these services, ISD 709 agrees to pay \$1236.00 per month, beginning September 2, 2025, with the potential for a rate increase effective January 1, 2026 up to \$1274.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$25.00 to \$45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/22/25

Signature ISD 709 Representative

Date: 9.22.25

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of September, 19th 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, 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 November 4th 2025 and shall remain in effect until March 10th 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Mrs. Vann will meet with every Monday after school using pathways 2 success curriculum.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75 hourly and \$ 1,125 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: Office Education Equity , 709 Portia Johnson Drive, Duluth, MN 55811.

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

Lavenda Vann 1719 ~~upham rd.~~ 55811. 218 W. Faribault St Duluth mn 55803
(04)

11. **Assignment.** The 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. The 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:

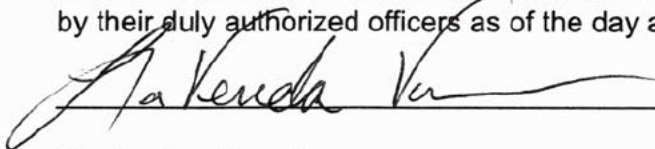
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

  9/19/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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).

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

 10.7.25

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

Date

 10/1/25

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September 19th, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brooke Lunski, 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 November 4th and shall remain in effect until March 3rd 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

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.

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75 hourly and \$ 1125 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: Office Education Equity , 709 Portia Johnson Drive, Duluth, MN 55811.

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

Brooke Lunski 4130 W. 7th St. Duluth, MN 55807

11. **Assignment.** The 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. The 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.

B. L. L.
Brooke Lunski
Contractor Signature



SSN/Tax ID Number

9-23-25

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:

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).

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zwick

10.7.25

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

Date

Anthony Burt 10/1/25



5801 Duluth Street
Suite 135A
Golden Valley, MN 55422

Phone: 763.478.8963
Fax: 763.478.3093
VP: 952.388.2141
info@aslis.com

Instructions: This Customer Service Agreement must be completed to receive services from ASL Interpreting Services. Services are subject to the rates listed below. Please fill out pages one and five to completion and return all pages to ASL Interpreting Services. The Agreement will not be accepted without a signature on page five.

CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement ("Agreement"), entered as of 9/11/2025 (date) (the "Effective Date") is between: Duluth Public Schools (company or organization name) ("Customer"), and ASL Interpreting Services, Inc., a Minnesota corporation ("ASLIS") (collectively, the "Parties").

This Agreement sets forth the general terms and conditions under which ASLIS may provide interpreting services to Customer.

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Billing Categories:

K12 Rate \$143/\$156

Customer will be billed at a rate of \$71.50 per hour with a minimum charge of 2 hours for every assignment. After 2 hours, time is billed for each additional quarter hour. If the client has unique language needs requiring a specialized interpreter, including vision impairment (Deaf Blind or Low Vision) or Atypical Language needs, the customer will be billed at a rate of \$78 per hour with a minimum charge of 2 hours for every assignment. If Customer has other specific interpreter requirements, contact ASLIS to make accommodations.

Legal Rate - \$194

If Customer has a request that is legal in nature or becomes legal in nature, including, but not limited to, court proceedings, consultations, depositions, mediations, and arbitrations, Customer will be billed at a rate of \$97 per hour with a minimum charge of two hours for every assignment. After 2 hours, time will be billed for each additional quarter hour at the legal rate (\$97/hour).

Remote CART Services

ASLIS is able to provide Communication Access Real-Time Translation ("CART"), also known as real-time captioning, for any virtual meeting or in-person meeting with an internet-enabled device. Captions can appear directly inside most video conferencing platforms or alternatively can be made accessible from a website link. 1-on-1 meetings are \$135/hour with a 1-hour billable minimum charge. Large group/webinars are \$173/hour with a 1-hour billable minimum charge.

After Hours/Weekend & Holiday Rates

An additional charge of \$4/hour is applicable if an interpreter request occurs after hours (Monday-Friday 7:30 am to 5:00 pm) or on a weekend (all-day Saturday and Sunday). If an interpreting request falls on the following holidays, an additional charge of \$8/hour shall incur: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The federally recognized observation date shall apply if the holiday falls on a Saturday or Sunday.

Performance Requests

Performance requests may include but are not limited to the following: comedic, theatrical, musical, and other performative events. Rates for such requests range from \$225 to \$900 per interpreter and are calculated with consideration to the duration of the performance, context, and/or time required of the interpreter(s) to adequately prepare for the performance. Rates are determined on a case-by-case basis and negotiated with Customer prior to confirming interpreters. A quote outlining the cost(s) and cancellation policy will be provided by an ASLIS representative for each request, along with a platform resource guide recommending materials, set up, and a suggested environment for interpreter success. Incidental fees (such as venue parking) may apply.

Recording Fee

In the event the interpreter(s) will be recorded on video for future use, Customer must notify ASLIS and agree to recording terms (such as internal or external viewing and costs) in writing. Such terms will be negotiated on a case-by-case basis.

ASLIS Policies:

Scheduled Hours vs. Billable Hours:

Scheduled Hours: Customer may request an interpreter to be scheduled for any length of time, and if an interpreter is dismissed early by Customer, Customer will be invoiced for the entire amount of time scheduled. In the event an interpreter is needed longer than originally scheduled, the interpreter may or may not, in their sole discretion, continue to provide interpreting services.

Billable Hours: Invoices will reflect a 2-hour minimum for all requests 2 hours and less. Requests greater than 2 hours are billed for the requested time rounded up to the next quarter hour.

Biennial Rate Review:

ASLIS reserves the right to adjust the fees listed above in accordance with its biennial rate review. ASLIS agrees to provide written notice of the change to Customer at least thirty (30) days prior to the date the change is to become effective.

Team Interpreting:

If a Customer request is made for 2 hours or longer and the interpreter is expected to be continuously signing, ASLIS requires the presence of a second interpreter ("Team Interpreting"). Other situations that may require Team Interpreting include requests with multiple Deaf clients or the presence of a DeafBlind client.

Team Interpreting typically involves interpreters switching back and forth every twenty to thirty minutes to avoid fatigue or repetitive stress injury and for quality control of information.

All applicable fees are charged per interpreter. If a request requiring a team of interpreters only secures one interpreter, that interpreter, in their sole discretion, may decide whether to proceed alone or not. Should the interpreter choose to fulfill the request without a team, additional breaks may be requested. The interpreter may also seek additional compensation (to be negotiated on a case-by-case basis between Customer and ASLIS).

Virtual Meetings:

When it is appropriate, appointment types can be converted to a virtual meeting or a telehealth appointment. Platforms include but are not limited to Zoom, Webex, Google Meet, and Skype. Rates mirror onsite rates and follow the 2-hour minimum and cancellation policy. For more information, contact the VRI Team at writeam@aslis.com.

Certified Deaf Interpreters/Deaf Interpreters (CDI/DI):

ASLIS can provide Certified Deaf Interpreter ("CDI") and Deaf Interpreter ("DI") services. CDIs and DIs are Deaf interpreters who provide enhanced linguistic knowledge. They work with the hearing ASL interpreter to provide a strong visual language interpretation. CDIs and DIs are commonly used in situations with Deaf immigrants, DeafBlind clients, certain mental health appointments, Atypical Language clients, and other unique scenarios. If you have further questions about CDIs and DIs, please contact ASLIS.

Travel Fee:

In addition to the fees for interpreting services outlined above, travel cost approvals are requested by ASLIS on a case-by-case basis. The standard travel fee for any request located outside the 7-county Metro Area of Minnesota is \$35/hour. The standard travel fee for any request outside the state of Minnesota is equal to the hourly rate of the assignment. Fees are charged as total hours of travel round-trip. Travel fees will be negotiated with Customer directly, either on a per assignment basis or as a standard pre-approval rule at the Customer's discretion. Travel fees may still incur if an assignment is cancelled with less than 24 hours' notice unless otherwise negotiated.

Cancellation Policy:

If a request is cancelled by the Customer or the Deaf, DeafBlind, or Hard of Hearing client with less than 48 hours' notice, Customer will be charged for the entire requested time. ASLIS' business hours are Monday through Friday 7:30 am to 6:00 pm, excluding major holidays. Cancellations are only processed during business hours. Cancellations made due to inclement weather are still considered billable.

***Example 1:** A cancellation for an assignment scheduled at 9:00 am on Monday must be received by ASLIS no later than 9:00 am on the preceding Thursday to avoid charges. However, if there is a major holiday that falls in between that time frame on an operating business day, then the cancellation would need to be received by 9:00 am the preceding Wednesday.*

***Example 2:** A cancellation for any weekend request must be submitted by Wednesday before the end of the business day (6:00 pm), provided there are also no major holidays that fall in between.*

Training Programs:

Customer agrees to allow interpreters participating in training programs administered by ASLIS to work and/or observe appointments. Trainee interpreters will be supervised by an experienced interpreter in the role of mentor or supervisor. Interpreters will ask for Deaf/DeafBlind/Hard of Hearing client approval in all cases when an additional interpreter is there to work and/or observe. ASLIS agrees to notify Customer if a trainee is being sent to a request.

Direct Contracting Policy:

Once a relationship is established between Customer and ASLIS, Customer may not, directly or indirectly, through an agent or representative of Customer, contract with the interpreter(s) unless written consent is given by an Officer of ASLIS. Customers and/or interpreters found violating this policy are in breach of this Agreement, and appropriate legal and non-legal redress may be taken by ASLIS.

Compliance:

ASLIS abides by all applicable state and federal regulations. Additionally, ASLIS and all independent contractor interpreters provided by ASLIS adhere to the Health Insurance Portability and Accountability Act ("HIPAA") and the Registry of Interpreters for the Deaf ("RID") Code of Professional Conduct ("CPC").

Payment Terms:

Invoice payments are due within 30 days of the invoice date (net 30). If Customer believes there is an error on the invoice, Customer must contact ASLIS immediately (i.e., within 24 hours of discovery) to resolve the discrepancy.

Late Fees:

A late fee of \$10/month will be applied to any outstanding invoice starting 30 days after the net 30 payment term has passed. For any invoice(s) totaling more than \$1,000, a late fee of 5% of the outstanding balance will be applied instead.

Term and Termination:

This Agreement will remain in full force and effect starting on the Effective Date and continuing until June 30th, 2026 ("Term"). Either party may terminate this agreement upon 30 days' written notice to the other party. Customer is still responsible for payment of any undisputed invoice(s) for interpreting services rendered.

Indemnification:

Customer shall defend, indemnify, and hold ASLIS, its officers, officials, employees, and contractors from and against any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors, or omissions of the Customer in performance of this Agreement, except for injuries and damages caused by the sole negligence of ASLIS.

Assignment:

This Agreement shall be binding upon the Customer's successors, assignees, purchasers, lessees, or transferees, whether such succession, assignment, or transfer be affected voluntarily or by the operation of law; and in the event of the Customer's merger or consolidation with another entity, this Agreement shall be binding upon the merged or consolidated entity.

Entire Agreement:

This Agreement shall constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.

Governing Law:

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without regard to its conflict of law principles. THE PARTIES TO THIS AGREEMENT EXPRESSLY CONSENT TO MINNEAPOLIS, MINNESOTA AS THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTE ARISING WITH RESPECT TO THIS AGREEMENT.

Non-Exclusivity:

Nothing in this Agreement is intended or shall be construed to create an exclusive relationship between Customer and ASLIS. This Agreement shall not restrict either Customer or ASLIS from providing or receiving similar or like services to or from others.

No Guarantee of Availability:

Customer acknowledges and agrees that the establishment of an account with ASLIS does not guarantee the availability of an interpreter for any specific requests made by Customer. ASLIS will make reasonable efforts to assign an interpreter to Customer’s requests based on availability, language requirements, and other relevant factors. However, ASLIS does not warrant or guarantee the availability of an interpreter at any given time. ASLIS shall not be held liable for any delays or inability to fulfill interpreter requests.

Amendment:

This Agreement may be amended or modified only by written instrument signed by an authorized representative of each party. Electronic mail or any other equivalent form of electronic communication will constitute a “written instrument” sufficient to amend or modify the Agreement.

Interpreter Certification Requirement

Educational organizations are eligible for interpreter reimbursement following MN Statute 122A.31 for ASL interpreting needs that are outlined on an Individualized Education Program (“IEP”). Interpreting services outside those requests are not reimbursable for schools. To be eligible for reimbursement, the interpreter providing the services must hold national certification or an Educational Interpreter Performance Assessment (“EIPA”) score of 4.0 or higher.

There are many qualified and preferred interpreters for K12 students who may not hold current national certification or qualifying EIPA scores (“non-certified interpreters”). It is at the school’s discretion to utilize non-certified interpreting services. Non-certified interpreters can be valuable due to factors such as geographical location, specific skillsets, consistent coverage, and interpreting ability. ASLIS evaluates and ranks all non-certified interpreters and provides mentoring for those taking ongoing K12 work.

To ensure clarity and transparency, each school is allowed to stipulate their preference for working with ASL interpreters, whether certified or non-certified. Please indicate your preference by selecting one of the options below:

- ☐ **Option 1:** We approve the use of non-certified interpreters when necessary.
- ☐ **Option 2:** ASLIS must seek our permission before assigning a non-certified interpreter.
- ☐ **Option 3:** We do not accept non-certified interpreters under any circumstances

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties and is effective when all Parties have signed.

Simone Zurich

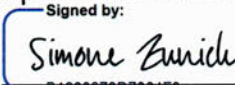
Exec. Dir. Finance & Business

Customer Representative Name: _____

Position: Services

Signed by: _____

9/11/2025

Signature:  _____

Date: _____

B1298378D7004F0...

218-336-8700 x1993

simone.zunich@isd709.org

Phone Number: _____

Email: _____

ASLIS Representative: _____

Date: _____

4880-0841-9267, v. 1

Customer Information Sheet

Duluth Public Schools

Company Name: _____

709 Portia Johnson Drive

Address: _____

Duluth MN 55811

Billing Contact Person Information

AP Vendor

Name: _____

218-336-8701

Phone Number: _____

ap.vendor@isd709.org

Email: _____

Preferred method of receiving invoices:

☐ Mail

☒ Email

☐ Both

Will This Agreement Cover Multiple Locations?

☒ Yes, with centralized billing

☐ Yes, with separate billing for each location

☐ No, each location needs their own agreement

☐ N/A, we only have one location

Contact Person for Making Interpreter Requests

Julie Guddeck

Name: _____

218-336-8700 x1993

Phone Number: _____

julie.guddeck@isd709.org

Email: _____

Fax: _____

Preferred method of receiving interpreter confirmation:

☒ Email

☐ Fax

☐ Phone

Authorized Person(s) Able to Make Requests

☐ Only the above contact

☐ Any employee

☒ Any employee with permission from above contact

**If you have any questions regarding billing, please contact Shannon Panzer at billing@aslis.com or 763-478-8963.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and Duluth Schools ("Customer") on October 03, 2025 (the "Effective Date").

1. Definitions

a. **Applicable Law.** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.

b. **Authorized User.** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

c. **Confidential Information.** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential."

Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.

d. **Customer Data.** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement.

e. **Software.** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer.

2. **License and Services** a. **Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website (*check each applicable Software option*):

☒ SpEd Forms® ☒ MA Forms ☐ 504 Forms ☐ Health Forms
☐ MTSS Forms ☐ MA Services (See Exhibit B for provided services) ☐ Data Exchange Services (See Exhibit C for provided services)

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License.

b. **Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's detriment or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement.

c. **Modifications.** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that obligations under this Agreement are not contingent upon the delivery of any future functionality or features.

d. **Material Terms and Conditions.** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

3. **Delivery, Installation, Data Conversion, Testing and Acceptance** a. **Delivery.** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. **Testing.** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

a. **In General.** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of \$31,700.66 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on paid claims and billed in arrears.

b. **Payment Terms.** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement.

c. **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

d. **Additional Services.** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor.

5. Customer Data

a. **Customer Data.** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).

b. **Consent to Use Customer Data.** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.

c. **Responsibility for Customer Data.** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law.

d. **Data Security.** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.

e. **Compliance with Data Protection Laws.** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act..

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS."

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. **No Consequential Damages** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract,

warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. If permitted by Applicable Law governing the powers of the Customer (i.e. school districts), Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable).

14. Term and Termination

a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on the "Effective Date", October 03, 2025.

b. *Annual Renewal.* This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.

c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or

(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.

d. *Procedure.* Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

e. *Additional costs and services.* Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act

by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile with confirmation send by registered mail, return receipt requested.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC

5000 S MacArthur Lane, Ste 109

Sioux Falls, SD 57108

Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

a. *HIPAA.* To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.

b. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.

c. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

d. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.

g. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

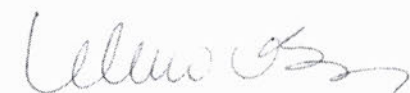
h. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

j. *Authorization.* Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that he/she is duly authorized to execute this Agreement on behalf of such Party.

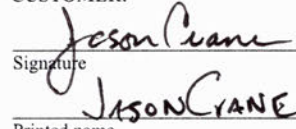
IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:



Kelli Byrnes
President
SpEd Forms LLC

CUSTOMER:



Printed name
Jason Crane
Duluth Schools
215 N First Avenue E
Duluth, MN 55802

9/30/25
Date signed
Director Special
Title Services

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between the Customer (the "Covered Entity") as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the "Business Associate").

1. Definitions.

- a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. *Business Associate.* "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.
- c. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the part in this Addendum, shall mean the Customer to the underlying Software License Agreement.
- d. *HIPAA.* "HIPAA" shall mean the security and privacy requirements reflected in 42 U.S.C. 1320d et seq. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- e. *HITECH Act.* "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.
- 2. Obligations of Business Associate.**
- The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

- Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:
- a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;
- c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;
- e. Make available Protected Health Information in accordance with HIPAA;
- f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;
- g. Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;
- i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach.
- k. At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, the terms of this Addendum shall remain in effect.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary

requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

- a. Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.
- c. Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.
- d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

- a. *Mitigation.* Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.
- b. *Further Assurances.* Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.
- c. *Survival.* Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.
- d. *Severability.* If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
- e. *Successors and Assigns.* This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.
- f. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Exhibit B
MA CLAIM SUBMISSION SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Claim Submission Services**.

ITEM DESCRIPTION	INCLUDED
ENROLMENT AND REVALIDATION (completion and submission of the provider application with Minnesota Health Care Programs ("MHCP") through the Minnesota Provider Screening and Enrolment ("MPSE") portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of transaction set and interface with the State for Submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (including loading and processing of the transaction set, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, that could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)	
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)	
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)	

Exhibit C
DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange** Services. By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Andrew Kimball 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 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.** Andrew will provide CPR/First Aid classes for Duluth Preschool at the rate of \$45 per person. In the 25-26 school year, approximately 30 staff will complete this class.

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 of \$45 per person and not to exceed \$1350.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 629 E 10th Street, Duluth, MN 55805.

11. **Assignment.** The 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.

Andrew A. Kimball [REDACTED] 09/17/2025
Contractor Signature SSN/Tax ID Number Date
Barbara Eldberg 9-19-25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	504	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic 9.23.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School - College Street, 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 3, 2025 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 835 W College Street, Duluth, MN, 55811 .

The approximate date the service will begin is September 3, 2025 and shall not extend beyond June 3, 2026; the contract not to exceed a total of 97 Days (attending 3 full days per week. The District will pay 3 full days per week @ \$49 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

The 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 \$4,753.00 in total.

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

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

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

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

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

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

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

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

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

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

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 University Nursery School - College Street 835 W College Street, 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.

41-0988095

10/5/2025

Contractor Signature

SSN/Tax ID Number

Date

Lora Thurston

10/1/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zmich

10.7.25

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

Date



Quote Number 00000608
Created Date 8/12/2025
Expiration Date 8/29/2025

Subscription Quote

Company Address P.O. Box 103175
Pasadena, California 91189-3175
United States
Fax (408) 819-9441

Prepared By Barbara DelBove
Email barbara@wevideo.com
Phone (678) 276-5796

Customer Information

Bill To Name DULUTH PUBLIC SCHOOL DISTRICT ISD 709
(MN)
Bill To 709 Portia Johnson Drive
DULUTH, Minnesota 55811
United States

Quantity	Product	Line Item Description	Total Price
1.00	601 to 1,000 Seats of WeVideo Platform Base Subscription	List price is \$6500, discount extended due to error in last year's quote which extended promo pricing to this year. The note did state however year 2 price estimated at \$6507	USD 4,876.00
Subtotal			USD 4,876.00
Discount			0.00%
Total Price			USD 4,876.00
Grand Total			USD 4,876.00

Subscription Dates (CHECK ONE TERM OPTION)

Start Date	10/16/2025	☐ 12 months	USD 4,876.00
		☐ 24 months:	USD 9,752.00
		☐ 24 months invoiced annually	USD 4,876.00
		☐ 36 months:	USD 14,628.00
		☐ 36 months and invoiced annually	USD 4,876.00

Quote Acceptance

Customer is guaranteed the price above and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a purchase order (if required), customer receives 100% of the purchased capacity.

WeVideo, Inc. and Customer ("Parties") acknowledge and agree that this quote is subject to and governed by wevideo.com/terms-of-use ("Terms of Use") entered into between the Parties. The Terms of Use is incorporated herein by reference. **To accept this offer, please complete Sections 1 through 3 below, sign and date in this section. Submit completed quote via email to the sales representative listed above, po@wevideo.com, or fax to (408) 819-9441.** Upon acceptance, the entitlements described herein will be made available within five (5) business days from receipt of this quote. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, Customer agrees to pay the total amount on this quote when invoiced. Terms are net 30 days, subject to credit approval. All prices are exclusive of all taxes and duties imposed by any governmental authority.

Signature:

Kelly Flohaug

Name Printed:

KELLY FLOHAUG



Quote Number 00000608

Created Date 8/12/2025

Expiration Date 8/29/2025

Title: Principal
Date: 9-3-25

SECTION I - Purchase Order Requirement (CHECK ONE)

☒ Yes, a Purchase Order is required to invoice our organization.
Please return a copy of your PO with this signed quote.

☐ No, this signed quote is sufficient to invoice our organization.
Our invoice will include information for credit card payment.

SECTION II - Account Owner (COMPLETE ALL FIELDS)

Account Owner First & Last Name

Account Owner Email

Account Owner Job Title/Role

Account Owner Phone Number

SECTION III - Billing Information (COMPLETE ALL FIELDS)

Accounts Payable First & Last Name

Lauren Ballman

Accounts Payable Email

l.p.vanderk@15D709.org

Accounts Payable Phone Number

218 336 8704

Imine Zurich
9.8.25

**No Cost Contracts Signed
September 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
Minnesota Department of Education	Duluth Adult Education	2025-26 Duluth Adult Education Consortium Agreement (Duluth, Proctor, Hermantown)
St. Luke's Birthing Center	Early Childhood	ECFE Parent Educators will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability.
American Red Cross	Teaching, Learning & Equity	Licensed Training Provider Agreement
Soliant Health, Inc.	Special Services	Addendum changing assignment start date of contract from 8/26/25 to 8/19/25 – no change in cost. Original agreement approved by the board on 7/22/25

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2026. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

Member ISD 709

School Districts Representative:

School District Representative:

By: Kristal Berg

By: Simone Zurich

Name: Kristal Berg

Name: Simone Zurich

Title: Director of Community Ed

Title: Director of Finance and Business Services

Date: 9-15-25

Date: 9.15.25

Adult Basic Education Representative:

By: Angie Frank

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9-15-25



AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Luke's Birthing 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 July 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

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 (mailing address with zip) St. Luke's Birthing Center, Attn: Stephanie Forslund, 915 E 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

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.

Sheresa Hannu VP+CNO 41-0714079 9.2.2025
Contractor Signature SSN/Tax ID Number Date

[Signature] 9/10/25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Ermine Zulich 9.11.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and ISD 709 Duluth Public Schools (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only the most current Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time, as the same may be amended, supplemented, or retired, to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended, supplemented, or retired from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S. LTP will only permit its personnel and students in the U.S. to take online-only Courses ("e-learning Courses") or the online component of any Course.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only provide Red Cross issued Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.



**American
Red Cross**

Training Services Licensed Training Provider Agreement

- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that LTP is employed by Red Cross, or that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.



**American
Red Cross**

Training Services Licensed Training Provider Agreement

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national pricing, and may increase its pricing and fees. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices and fees under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

6. Notices. Each Party's contacts for notices and billing under this Agreement are listed on Appendix A.

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.

8. Intellectual Property.

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.



**American
Red Cross**

Training Services Licensed Training Provider Agreement

- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.



**American
Red Cross**

Training Services Licensed Training Provider Agreement

9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:

- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: ISD 709 Duluth Public Schools	The American National Red Cross
LTP Signature:  Signed by: Simone Zurich 54293201FC48467	Red Cross Signature:  Signed by: Carletha Williams 00804024A308460
Name: Simone Zurich	Name: Carletha Williams
Title: Exec. Dir. of Finance and Business Services	Title: Sales representative
Date: 10/7/2025	Date: 10/7/2025



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

**Licensed Training Provider Agreement
Appendix A – Contact Information**

Licensed Training Provider (LTP) Information

LTP: ISD 709 Duluth Public Schools

LTP Address: 709 Portia Johnson Drive Duluth MN LTP Fax: 55811

LTP Account Number: SF21589127

LTP Contact: Danette Seboe

LTP Contact Email: danette.seboe@isd709.org

LTP Contact Phone: 2183368700 Extension: 2140

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Simone Zunich

LTP Billing Contact Phone: 2183368704 Extension: 1008

LTP Billing Contact Email: simone.zunich@isd709.org

LTP Billing Address: 709 Portia Johnson Drive Duluth MN 55811

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: Carletha Williams

Phone: (833) 676-3491 Ext.: 102 Email: carletha.williams2@train.redcross.org

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.

**American
Red Cross****Training Services
Licensed Training Provider Agreement**

**Licensed Training Provider Agreement
Appendix C – Insurance Requirements for Aquatics LTPs**

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance ("COIs") evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross
431 18th Street, NW
Washington, D.C. 20006**

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.

All COIs **must be emailed** to the Red Cross contact referenced in Appendix A. **Do not send a hard copy.**



Training Services Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Aquatics Other

AP/LTP-Learn to Swim

AP/LTP-Learn to Swim-Safety

AP/LTP-Lifeguarding

AP/LTP-Babysitters Training

AP/LTP-Administering Emergency Oxygen

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-FA/CPR/AED

AP/LTP-Responding to Emergencies

AP/LTP-Wilderness and Remote FA

AP/LTP-Regional Classes

AP/LTP-Basic Life Support

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 9th day of September, 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Soliant Health, LLC

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Soliant Health, LLC (the "Parties") entered into the contract (the "Contract") dated July 22, 2025, for the purpose of Tele - DHH Teacher.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Assignment Start Date. The original start date was 08/26/25. This amendment would change the assignment start date to 08/19/25.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

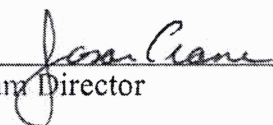
Governing Law

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

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

Soliant Health, LLC


Blake Christy
Division Director
September 15, 2025 19:13 UTC
IP: 38.142.130.218



Program Director

9/9/25

Date

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

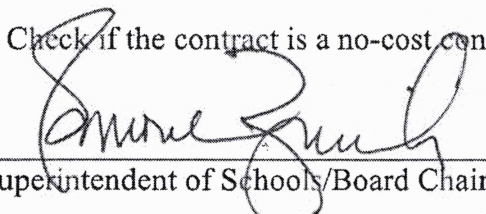
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	405	419	304	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 Chair

9.9.25

Date

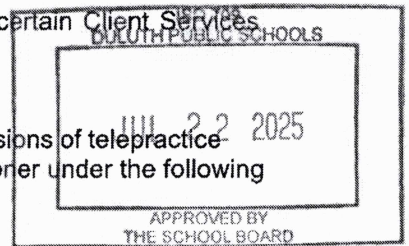


ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

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

Assignment Details

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



Contracted Telepractitioner: Barbara Brigham
Client: Duluth Public Schools ISD 709
Assignment Start Date: 08/26/2025 **Assignment End Date:** 06/04/2026
Position: Tele - DHH Teacher
Hours per Week: 40
Bill Rate per Hour \$102.00 *Bill Rate is all-inclusive^(a)*
Technology Fee: \$0.00

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

324162 - Duluth Public Schools ISD 709

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

Kelly Durick Eder, Board Chair



Additional Terms and Conditions VocoVision Equipment Policies

Telepractice Provisions:

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

Duties and Responsibilities

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

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

VocoVision Damaged Equipment Policy

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

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

Packaging

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

CLIENT SERVICES AGREEMENT

Education Division



Soliant Health, LLC (the "Company"), and **Duluth Public Schools ISD 709** whose primary location is 709 Portia Johnson Drive, Duluth, MN 55811 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. Scope of Services.

The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. Term of Agreement.

This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. Telepractice Services.

Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. Insurance.

Company will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

6. Competency and Licensing.

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding.

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility.

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. Administrative Responsibilities.

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants.

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. Equal Opportunity and Workplace Harassment.

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases.

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. Incident and Error Tracking.

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause.

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of

Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause.

Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours.

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy.

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations.

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the

Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and includes bill rates, fees for permanent placements, and terms and conditions of this Agreement. It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will

CLIENT SERVICES AGREEMENT

Education Division



return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	To Client Attention: Duluth Public Schools ISD 709 Address: 4316 Rice Lake Rd., Ste 108 709 Portia Johnson Drive, Duluth, MN 55811
---	--

31. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority.

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

CLIENT SERVICES AGREEMENT
Education Division



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

CLIENT ID – CLIENT NAME

324162 - Duluth Public Schools ISD 709

Soliant Health, LLC

Simone Zurich *9.23.25*
Signature Date

 *Robert Gandy*

Robert Gandy
Vice President
September 26, 2025 21:37 UTC
IP: 76.111.40.134

Simone Zurich
Print Name

Exec. Dir. Business Services
Title



ADDENDUM #1 - SOLIANT HEALTH, LLC TO USE BLAZERWORKS, LLC's SERVICES

This Addendum applies to the Client Services Agreement (the "Agreement") between Soliant Health, LLC ("Soliant") and Duluth Public Schools ISD 709 ("Client") and defines Soliant's use of BlazerWorks, LLC's ("BlazerWorks") services, and Client's agreement to use same. BlazerWorks service refers to the services provided by BlazerWorks solely in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, BlazerWorks will have the responsibility for supplying and managing Client's contingent contract staff ("Consultant") workforce. BlazerWorks shall comply with the service requirements as described in the Agreement, specifically BlazerWorks will administer and manage the process of identifying and acquiring Consultants through Soliant, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is an MSP that manages client contingent contractor staff at no cost to the Client. In such capacity, BlazerWorks will act as the preferred workforce solutions manager for Client to provide Consultants. During the term of the Agreement, communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

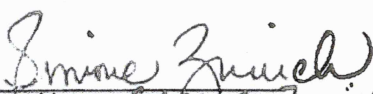
Job Orders. As needed Client will notify BlazerWorks of its staffing needs for all Consultants when such needs arise, and BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply Consultants through Soliant, or through one or more SSPs. In the event BlazerWorks is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. BlazerWorks service includes identifying and qualifying: 1) Consultants; and 2) SSPs that are capable of providing Consultants, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any Consultant who is not an employee of Soliant, BlazerWorks will execute a subcontractor agreement with the appropriate SSP employing such Consultant for the provision of the Consultant. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All Soliant and other SSP invoices will be collected as part of the BlazerWorks' service and consolidated into one invoice. BlazerWorks will submit this single consolidated invoice to Client for the Consultant's provided pursuant to this Agreement. BlazerWorks shall pay Soliant and all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

324162 - Duluth Public Schools ISD 709

By: 
Printed Name: Imogene Zurich
Title: Exec. Dir. Business Services
Date: 9.23.25

Soliant Health, LLC



Robert Gandy
Vice President
September 26, 2025 21:36 UTC
IP: 76.111.40.134

**Revenue Contracts Signed
September 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Northwood Children's Services	\$500.00	Business Services	FY26 lease for room space at Laura MacArthur Elementary School
Northeast Service Cooperative	\$5,000.00	CTE	Funding to help cover the cost of starting a Student Based Enterprise (SBE) at East High School. Starting a student-run café

LEASE AND COOPERATIVE OPERATING AGREEMENT

THIS AGREEMENT made and entered into effective as of July 1, 2025, by and between Independent School District #709, a public corporation and political subdivision of the State of Minnesota (“**Lessor**”) and Northwood Children’s Services, a Minnesota non-profit corporation (“**Lessee**”).

RECITALS

The leased space is located in the Memorial Park Community Center within Laura MacArthur Elementary School, which is located at 720 North Central Avenue. Laura MacArthur School is owned, maintained and operated by Lessor pursuant to M. S. Sec. 123B.02. Lessor endeavors to provide opportunities to youth through its collaborative efforts with Lessee. Lessee is dedicated to continuing to serve the residents in the neighborhoods surrounding Laura MacArthur School by committing existing facilities as part of a collaborative effort with Lessee. Consistent with the mission of the Lessor, the Lessee is an entity committed to helping youth of all backgrounds, with special concern for those from disadvantaged circumstances; develop the qualities needed to become responsible citizens and leaders.

AGREEMENT

ARTICLE 1. DEFINITIONS

1.0 **AUTHORITY TO LEASE:** Independent School District Number 709 is authorized to lease facilities according to M.S. Sec 123B.02.

1.1 **THE LESSOR** shall mean: Independent School District Number 709, A Minnesota Public Corporation.

1.2 **THE LESSEE** shall mean: Northwood Children’s Services, a Non Profit Corporation.

1.3 **BUILDING** shall mean: The existing Laura MacArthur School building.

1.4 **LEASED SPACE** shall mean that portion of the Building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Leased Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.5 **SHARED SPACE** shall mean those portions of the building that are anticipated to be utilized by both Lessee and Lessor. The Shared Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.6 OUTSIDE PLAYGROUND FACILITIES shall mean all of the outdoor recreational facilities and open spaces located on the School Property.

1.7 PREMISES shall mean the Leased Space and Shared Space.

1.8 BUILDING USE PERMIT shall mean a permit granted by Lessor which allows access to a portion of the School Premises other than the Leased Space or Shared Space.

1.9 PROGRAMMABLE SPACE shall mean areas of the Building in which school or Lessee activities can be conducted. This space does not include corridors, vestibules, restrooms, mechanical rooms, crawl spaces, equipment rooms, attic spaces, boiler rooms.

1.10 SCHOOL PROPERTY shall mean the Laura MacArthur School campus including the Building, the Outside Playground Facilities, and the grounds.

ARTICLE 2. GRANT OF OCCUPANCY TO LEASED SPACE

2.1 The Lessor does hereby demise and let unto the Lessee, and the Lessee does hereby lease from the Lessor, the Leased Space described in **Exhibit A**.

ARTICLE 3. TERM

3.1 Term. The term of this Agreement ("**Term**") shall be for a period beginning on July 1, 2025 and ending on June 30, 2026.

ARTICLE 4. RENT

4.1 Rent. The Lessee shall pay \$500.00 as total rent for the one year term of this agreement, such rent payable in one non refundable lump sum amount payable in one installment on the effective date of this agreement.

ARTICLE 5. USE

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes:

5.1.A. Social, educational, recreational, individual and family support, citizenship and leadership, enrichment, and youth related community outreach programming.

5.1.B. Administrative offices and staff facilities for the Lessee.

5.2 Non-discrimination Covenant. The Lessee hereby covenants and agrees that it will not engage in or permit unlawful discrimination against persons seeking access to the Premises or to programming conducted by the Lessee because of race, color, creed,

religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, disability, or status as a veteran of war, or to fail to ensure physical and program access for disabled persons.

5.3 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Leased Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such non-conforming use. The Lessee agrees that, during such times as it has the exclusive right to occupy any portion of the non-leased area of the School Property, it will take reasonable measures to prevent the above-referenced prohibited uses from occurring.

ARTICLE 6. MANAGEMENT

6.1 Scheduling.

6.1.A. Leased Space. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement.

6.1.B. Non-leased School Property. The Lessor shall be responsible for scheduling the Programmable Space and Outside Playground Facilities in a fair and reasonable manner to allow the Lessee access by Building Use Permit to those areas for the purpose of carrying out Lessee's programming. The Lessor shall have the right to promulgate reasonable rules and regulation for use of the entire School Property including the Leased Space. Such rules and regulations shall not violate or be contrary to any state or federal law, local ordinance, or provision of this Agreement.

6.2 Programmer Meetings. The Lessor shall conduct meetings of all program providers permanently officing in the Building no fewer than two times per year to discuss operation and management of the facility. On-site staff of all program providers will meet on a regular basis not less than bi-monthly to facilitate effective, non-conflicting programming and scheduling.

6.3 Dispute Resolution. If a dispute develops between the parties regarding the performance by a party of its obligations under this Agreement or the interpretation of the rights and obligations of the parties under this Agreement such disputes shall be promptly referred by each party to its next administrative level which will settle the dispute. Such referral shall continue to succeeding levels of the respective party's administration until all administrative levels have been exhausted.

ARTICLE 7.
SUPERVISION AND EQUIPMENT

7.1 Supervision. Each party shall provide reasonable supervision and security for all activities scheduled by it.

7.2 Equipment. Each party will furnish all of its own equipment except as agreed in advance by the authorized staff of the parties.

7.3 Appropriate Activities. Lessee shall will limit its activities in the Premises to those for which the Premises was designed and which will not present an unreasonable risk of damage or destruction to the facility or equipment or carry an unreasonable risk of injury to the participants supervisors or spectators. Activities to be conducted in the Premises or the Programmable Space that would violate the terms of this section must be approved in advance by Lessor.

ARTICLE 8.
ORDINANCES BUILDING RESTRICTIONS AND REGULATIONS

8.1 The Lessee during the term of this Agreement shall at its expense comply with all valid applicable laws ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Premises and any improvements thereon or the use thereof. The Lessee shall indemnify and hold the Lessor harmless from the consequences of any violation of any such law ordinance or regulation by the Lessee. The Lessee shall not permit any activity contrary to any law ordinance or regulation to occur in the Leased Space and, during such times as it has the exclusive right to occupy any portion of the School Property other than the Leased Space, it will take reasonable measures to prevent such activities from occurring in such portions of the School Property. Notwithstanding the foregoing and Section 5.3, it shall be the Lessor's responsibility, rather than the Lessee's responsibility to ensure that the Building and the Premises exclusive of any improvements or alterations made by the Lessee to the Leased Space subsequent to June 5, 2012 are constructed and maintained in accordance with all building codes ordinances and laws.

ARTICLE 9.
ALTERATIONS

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the Building without the Lessor's prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Leased Space provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Leased Space to the Lessor at the termination of the Agreement. According to local building and zoning code, the Lessee shall have the right to erect and maintain a sign on the Building identifying its presence in the Building subject to the mutual agreement of the parties regarding the size and design of the sign.

The parties agree that such sign shall be aesthetically consistent with the exterior of the Building. The Lessee shall also be permitted to place such lettering on the main door to the Premises as it deems appropriate to identify its business and business hours.

9.2 Mechanic's Liens. The Lessee shall not suffer or permit any statements of mechanic's liens to be filed against the School Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the School Property or any part thereof through or under the Lessee. If any such statement of mechanic's lien shall at any time be filed against the School Property or any part thereof, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of actual notice to the Lessee of filing the same. If the Lessee shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of the Lessor, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, by giving security, in such other manner as is or may be prescribed by law. Any amount paid by the Lessor for any of the aforesaid purposes, and all reasonable other expenses of the Lessor, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and if unpaid may be treated as Additional Rent. The Lessor shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota, and nothing herein shall be construed to subject the School Property, if otherwise exempt to such liens.

ARTICLE 10. REPAIRS AND MAINTENANCE

10.1 Obligations of Lessee. The Lessee, at its sole cost and expense, shall repair, restore or replace promptly (or at Lessor's election, Lessor shall repair, restore, or replace promptly at Lessee's sole cost and expense) to the satisfaction of the Lessor all damage or injury to the Building or the fixtures, appurtenances and equipment relating thereto caused by: the

Lessee moving property in or out of the Premises; installation or removal of furniture, fixtures, equipment or other property by the Lessee, its agents, contractors, servants or employees; or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of the Lessee, its servants, employees, agents, visitors or licensees. All repairs, restorations and replacements shall be in quality and class equal to the original work. If the Lessee fails to make such repairs, restorations or replacements, the same may be made by the Lessor, and the same shall be paid by the Lessee to the Lessor within five (5) days' rendition of a bill or statement therefor. Notwithstanding the foregoing, under no circumstances shall the Lessee be obligated to make any repairs or replacements made necessary as a result of damage caused by fire or other casualty, caused beyond its control, or any cause that would ordinarily be covered by a first and extended coverage insurance policy, irrespective of any negligence on the Lessee's part causing or tending to cause the same.

The Lessee shall not be obligated to make any repairs or replacements made necessary as a result of the Lessor's negligence, wrongful conduct or breach of this Agreement.

10.2 Scheduled Maintenance. The Lessor shall prepare at the Lessor's expense, a schedule of recommended routine maintenance and repairs for the Leased Space. If requested by the Lessee the Lessor shall perform such routine maintenance and repairs. The Lessee shall pay the reasonable cost of such maintenance and repair services performed by the Lessor, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement. The Lessor shall also, upon the Lessee's request, perform additional specific maintenance and repairs to the Leased Space, the reasonable cost of which shall be paid by the Lessee, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement.

10.3 No Duty for the Lessor to Repair. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which the Lessee may be required to perform under any provision of this Agreement and the performance thereof by the Lessor shall not constitute a waiver of the Lessee' default in failing to perform the same.

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense (but subject to Section 10.2), keep the electrical, plumbing, air conditioning equipment, heating equipment, water system, toilet facilities, and other machinery and equipment in the Building, and the roof, foundation, and structural elements of the Building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a reasonable period of time. The Lessor shall also maintain the Outside Playground Facilities, sidewalks and parking facilities in a safe, clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Operations and Cleaning. The Lessee shall be responsible for all daily operations and cleaning of the Leased Space, and shall be responsible for the cleaning of those portions of the School Property the Lessee is issued a Building Use Permit to use related to its activities and uses allowed by this lease or otherwise permitted. If the Lessee is unable to clean and maintain the Leased Space to a reasonable standard as determined by Lessor, the Lessor shall provide those services, the reasonable cost of which shall be paid by the Lessee.

ARTICLE 11. INSURANCE

11.1 The Lessee shall, at its sole cost and expense, be responsible for obtaining and maintaining:

11.1a Insurance for its fixtures and personal property in or about the Leased Space against loss or damage by fire or other casualty. Such insurance coverage shall be for the benefit of both the Lessor and the Lessee, as their respective interests may appear.

11.1b. Commercial general liability insurance against claims for personal injury, death or property damage occurring upon or about the Premises and on in or about the adjoining

lands, streets and passageways, such insurer to afford protection to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to injury or death to a single person, to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any one accident, and to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any property damage, naming the Lessor as an additional insured.

Such policies of insurance to be obtained by the Lessee shall be written in companies reasonably satisfactory to the Lessor, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Such policies shall be delivered to the Lessor endorsed "premium paid" or with a receipt for payment of the premium issued by the company or agency issuing the policy or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to occupancy of the Premises and the expiration of any then current policy. The policy must include a provision the Lessor be notified in writing prior to any cancellation.

ARTICLE 12. INDEMNITY

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Leased Space, other School Space the Lessee is issued a Building Use Permit to use, or the Outside Playground Facilities (during such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnify and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

12.2 Obligations of Lessor. The Lessor shall indemnify and hold the Lessee harmless against and from any and all claims by or on behalf of any person or persons, firm or

firms, corporation or corporations: arising from the conduct or management of all activities or from any work or thing whatsoever done by the Lessor in or about the Premises or the Outside Playground Facilities; arising from any breach or default on the part of the Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed, pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessor, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the term of this Agreement in or about the Premises (excluding the Leased Space) or the Outside Playground Facilities (excluding such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessor or present at the invitation of the Lessor. The Lessor shall further indemnify and hold the Lessee harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessee by reason of any such claim, the Lessor, upon notice from the Lessee, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessee. Counsel selected by the Lessor, or its insurance carrier if any, shall be deemed satisfactory to the Lessee. Notwithstanding the foregoing and anything in this Agreement to the contrary, the Lessor shall not be obligated to defend, indemnify or hold the Lessee harmless as to any claim or matter based on the Lessee's negligence, wrongful conduct or breach of this Agreement. Lessor does not, by entering into this Agreement, waive the limits of municipal liability applicable to claims against Lessor.

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 7.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder except as expressly provided in this Agreement.

ARTICLE 13. LESSOR 'S USE AND ACCESS TO PREMISES

13.1 Use of Building by the Lessor. As part of the consideration for this Agreement, the Lessor reserves for itself the exclusive use of all portions of the Building not specifically identified as Leased Space in **Exhibit A**. The Lessor may use said space for any purpose it deems necessary or appropriate.

13.2 Access to Leased Space by the Lessor. The Lessee shall permit the Lessor and the authorized representatives of the Lessor to enter the Leased Space at all times during

usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, regulations or requirements of any public authority or of the Lessor's of fire underwriters or any similar body. However, except as expressly provided in this Agreement, nothing in this Agreement shall be construed so as to impose any obligation on the Lessor to make any such repairs, alterations or improvements. The Lessor may, during the progress of any work on the Leased Space, keep and store upon the Leased Space all necessary materials, tools and equipment. The Lessor shall not, in any event, be liable for any inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee by reason of making repairs or the performance of any work on the Leased Space or on account of bringing materials, supplies and equipment into or to the Leased Space during the course thereof. The obligations of the Lessee under this Agreement shall not thereby be affected in any manner whatsoever. The Lessor agrees, however, in connection with the performance of any such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee as may reasonably be possible in the circumstances.

ARTICLE 14. ASSIGNMENT

14.1 Assignment or Subletting. The Lessee shall not assign this Agreement or sublet the Premises or any portion of the Premises except as provided in Article 14.2 of the Agreement.

14.2 Assignment. The Lessee shall not assign or sublet any portion of the Leased Space without first obtaining the written consent of the Lessor at least sixty days before the proposed commencement of occupancy by the subtenant. The Lessee shall notify the Lessor of the name of the proposed new subtenant, the amount of space proposed to be occupied by the new subtenant, and the amount of rent proposed to be paid by the new subtenant. Sublease agreements must be for a minimum of two (2) years in length unless the prior written consent of the Lessor is obtained. The Lessor shall at its sole discretion decide whether to grant permission to the Lessee to sublet space and shall not grant permission to sublet to any subtenants whose use of the Premises will not be consistent with all of the terms and conditions of this Agreement most specifically the requirement that the use be for the purposes of carrying out the government program. In the alternative to venting a sublease the Lessor may elect to exclude from this Agreement the space proposed to be sublet and release the Lessee from its obligations with regard to such space. The Lessor may then lease such space directly to the proposed subtenant upon the termination of any such lease for such space. The Lessee shall have the right of first refusal to lease the space before the Lessor may enter into a lease agreement with a new tenant.

ARTICLE 15. NO AGENCY

The parties acknowledge that Tenant is an independent contractor and that nothing contained herein shall be construed to make Tenant or its agent or employees agents or servants of Lessor.

ARTICLE 16.
DEFAULT

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession of the Premises and by force if necessary and to remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

ARTICLE 17.
EMINENT DOMAIN

If the School Property or any portion thereof is taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as of the day possession shall be taken by such public authority. All damages awarded for such taking under the power of eminent domain shall belong to and be the property of the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

ARTICLE 18.
SURRENDER

On the last day of the term of this Agreement or on the sooner termination thereof the Lessee shall peaceably surrender the Premises in good condition and repair consistent with the Lessee's duty to make repairs as provided in Articles 10 and 22 hereof wear and tear and damage by fire and other casualty excepted. On or before the last day of the term of the Agreement or the sooner termination thereof the Lessee shall at its expense remove all of its equipment from the Premises and any property not removed shall be deemed abandoned. The Lessee shall have the right to remove any trade fixtures that the Lessee has installed provided however that the Lessee shall restore the Premises to substantially the same condition as said Premises were in before the removal of said trade fixtures. All alterations and additions other than the Lessee's equipment and trade fixtures which have been made or installed by either the Lessor or the Lessee upon the Premises shall remain as the Lessor's property and shall be surrendered with the Premises as part thereof. If the Premises be not surrendered at the end of the term or sooner termination thereof the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the Premises including without limitation claims made by any

succeeding the Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor.

ARTICLE 19. ATTORNEYS' FEES

If it is necessary for either party to retain the services of an attorney at law to enforce any of the terms, covenants or provisions of this Agreement or to collect any sums due thereunder, such party shall be entitled to recover from the other party the reasonable cost of such services and related expenses incurred in enforcing the Agreement.

ARTICLE 20 TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with 90 days written notice.

ARTICLE 21 NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the addresses of the parties set forth below. Either party hereto may change the address to which notices may be sent by giving written notice of such change of address to the other party.

As to the Lessor: Independent School District # 709
 709 Portia Johnson Drive
 Duluth, MN 55811

As to the Lessee: Northwood Children's Services
 4000 W. 9th Street
 Duluth, MN 55807

ARTICLE 22. CONDITION OF PROPERTY AT TERMINATION

Upon the termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall return the Premises in as good condition as when the Lessee took possession, excepting only ordinary wear and tear and condemnation, damage or destruction.

ARTICLE 23. QUIET ENJOYMENT

The Lessor covenants and agrees with the Lessee that, upon the Lessee observing and performing all the terms, covenants and conditions on the Lessee part to be observed and performed under this Agreement, Northwood Children's Services may peaceably and quietly enjoy the Leased Space and all of the Lessee's rights under this Agreement, during the Initial Term or any Additional Term hereof.

ARTICLE 24.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 25.
HOLDOVER

If the Lessee shall hold over possession of the Premises after expiration of the Initial Term or any Additional Term hereof, the Lessor may, at its election, either treat the Lessee as a trespasser and eject the Lessee therefrom, or recognize the Lessee as a tenant at will or from month to month, but upon all of the conditions and covenants herein contained. However, in no event shall the Lessee's holding over enlarge the Lessee's rights or status beyond those of a month to month tenant or tenant at will under the laws of Minnesota.

ARTICLE 26.
DESTRUCTION

In case the whole or any part of the Premises be destroyed or damaged by fire or other cause, whether or not as a result of the Lessee's negligence, then in every such case, if the Premises are not usable for the normal conduct of business, in whole or in part, then this Agreement may be terminated by the election of the Lessor. Upon termination as aforesaid this Agreement and the term thereof shall cease, terminate and expire.

ARTICLE 27.
HEADINGS

The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

ARTICLE 28.
SITUS

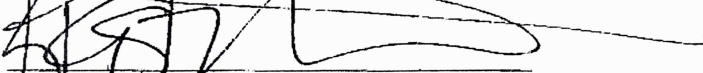
This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

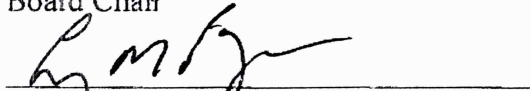
ARTICLE 29.
BINDING EFFECT

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

NORTHWOOD CHILDREN'S SERVICES



Board Chair

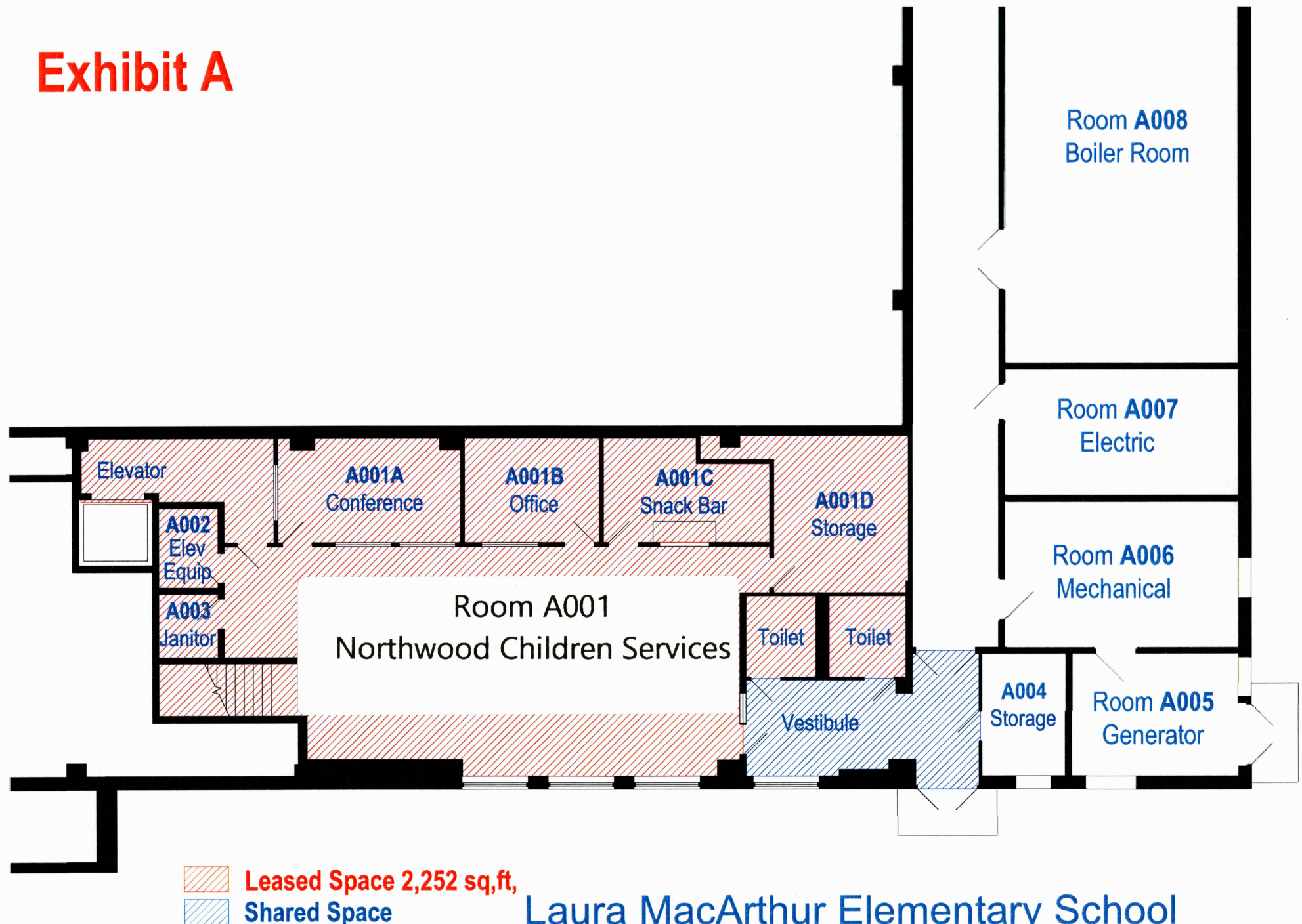
President

INDEPENDENT SCHOOL DISTRICT NUMBER 709



Executive Director of Finance & Business Services

Exhibit A



Laura MacArthur Elementary School
Northwood Children Services Lease Area



NORTHEAST
SERVICE COOPERATIVE

**Career & Technical Education
(CTE) Impact Funding
Application Form 25-26
Deadline October 28, 2025
12:00 Noon**



To be considered complete, applicants must address each component within the application. Applicants may submit up to two additional documents/attachments as supplemental information. Funds should not supplant existing CTE programs, courses, experiences, or previously funded projects. **Grants are limited to \$5,000. Career & Technical Student Organizations (CTSO) programs like Robotics, BPA, and DECA are limited to a one-time \$5,000 startup grant for new programs in your school district.**

To be eligible for this grant funding:

- Applicants must have a current CTE Endorsement or CTE Out of Field Permission.
- The grant must fund and amplify a new or enhanced CTE course or program.

EMAIL COMPLETED APPLICATIONS TO JOHN ENGELKING: JENGELKING@NESC MN.NET

Basic Project Information

Name of proposed CTE project: We will be starting a Student Based Enterprise (SBE) this year at Duluth East. We will be starting up a student run cafe.	
Primary Project Contact Name/Email/Phone: Adam Wisocki adam.wisocki@isd709.org 218-336-8845 X2993	
Name of the Instructor: Adam Wisocki Area of CTE License or Endorsement: Hospitality Services Careers MDE License File Number: 508141	
Primary Project School: Duluth East High School	
Primary Partners (Other schools, businesses, organizations, etc.) Sysco, ProStart	
If you are a district/charter school applicant, enter the organization number:	
Proposed Project Start Date:	10/15/2025
Total Requested Funding Amount:	\$5000.00
Projected number of students to be served by June 30th, 2026:	60
Project Grade Level(s):	9-12

Project Focus

Which of the following does your project accomplish? **Select all that apply. Projects MUST address at least one.**

- ☒ Develop career pathways
- ☒ Develop new CTE programs tied to regional industries/economy
- ☒ Equip students with technical/workplace skills
- ☐ Improve access to CTE programs by developing public/private partnerships and increasing postsecondary options
- ☐ Increase family/student awareness of CTE
- ☒ Provide industry-level equipment/technologies supporting skills development

Career Fields

Which of the following career fields does this project address/align with? **Select all that apply.**

- ☒ Agriculture, Food & Natural Resources
- ☒ Arts, Communications, & Information Systems
- ☒ Business, Management, & Administration
- ☐ Engineering, Manufacturing, & Technology
- ☐ Health Science Technology
- ☒ Human Services

Project Overview/Outcomes

<i>Describe the proposed CTE project, including key activities, goals, and intended outcomes/student impact.</i>	The Culinary Arts program will be starting a Student Based Enterprise (SBE) at Duluth East. This project will be a student run business where they will get hands-on experience running a barista style cafe. Students will learn the steps in running a barista, learning point of sales systems, inventory control, costing out menus, marketing, etc. The main goal of this program as it grows is also to give students credit towards graduation via work-base learning.
<i>Describe how you will measure these outcomes. Include how your project will accomplish one or more of the requirements and any encouraged priorities (see grant guidelines, page 2 in red).</i>	This program will cover many pathways. The following pathways are: • Develop career pathways in the hospitality/ foods • This will be a new CTE program which branches out from just 'culinary' and allows students to be hands-on in business, management, administration, marketing, and information systems.

Collaborative Partnerships

<i>List all partners in this project. Clearly articulate how partners are intentionally and actively engaged in supporting the project and advancing student learning that builds pathways to local/regional careers.</i>	Mentor Chef Tony Beran: Chef Tony volunteers his time with students helping them increase their self efficacy skills. He will also be helping with costing and marketing; Tony works for Sysco and also has career contacts for students. ProStart: This is the curriculum and program students are in. ProStart helps give us new and innovative curriculum and resources to help move this program further in the future.
<i>Describe the ways in which partners will benefit from their involvement (i.e., What's in it for them?).</i>	Industry partners benefit with their involvement because their involvement in the program helps plant the seed for this industry. This industry has over 1 million vacant positions, the whole industry is benefiting by having individuals with employability skills entering the workforce by taking our program of study.

Regional Value: Student and Career Connections

<i>How is this project tied to local/regional career opportunities?</i>	A student based enterprise ties students in to the local/regional by getting them time and training needed for the local workforce in the hospitality industry.
<i>Identify at least one regional occupation students will explore, gain exposure to, and/or acquire experience for. (You may use the Career Pathway Tool to help identify high-wage, in-demand careers for your region.)</i>	The mean wage for a first line supervisor of food preparation and service workers making \$46,119.00 a year.
<i>How do you know students are interested in and/or will value this opportunity?</i>	I currently have a waiting list for my courses at Duluth East. Students want to be part of the program and my career and technical student organization. This year I currently have 25 new students who are interested in being part of the after school program.

Budget and Sustainability

<i>Include a detailed budget specifying funding categories and amounts (e.g., supplies, travel, equipment). Once funds are expended, how will you sustain this project?</i>	Mobile Coffee Cart: \$4,775.00 Espresso Grinder: \$ 1,295 Espresso Machine: \$2,795.00 Total: \$8,865.00
<i>What, if any, matching funds are you/your partners providing? Matching funds are strongly encouraged as they demonstrate the partners' support and indicate greater potential for sustaining the project.</i>	We would be matching \$3,865.00 of the equipment plus the cost of the point of sales machine, and consumables to make it operational.

Certification & Assurances

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

Signature of Primary Project Contact



Printed Name

Adam W'sat

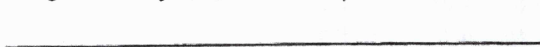
Title

Culinary Arts Instructor

Date

9-17-2025

Signature of Authorized Representative



Printed Name

Title

Date

Certification & Assurances

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

Signature of Primary Project Contact

Danette Sebo

Printed Name

Danette Seboe

Title

Principal CTE

Date

9/25/25

Signature of Authorized Representative

Gimone Zunic

Printed Name

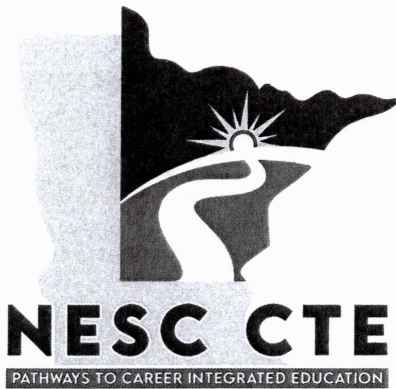
Gimone Zunic

Title

Exec. Dir. Business Services

Date

9.23.25



Grant Applications

September 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.
The MN STEM Ecosystem Partnership Grant	Cindy Miller	Computer Science at Middle Schools	\$50,000.00	Funds will be used to scaffold and support middle school students in a Unified Robotics program that starts at school and continues after school.
Ordean Foundation	Stephanie Larsen	Laura MacArthur Setting 3 Classroom	\$1,000.00	Community outings to practice functional and social skills
Youth Changemaker	Cal Harris	Laura Mac/OEE	(3) \$250 grants total \$750.00	Afterschool programming student projects. Student Council, 4th/5th, Diamond and Pearls

**Change Orders Signed
September 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
Donald Holm Construction	Facilities	Lowell Elementary Brick and Block Repair - Donald Holm Construction conducted additional work on the project (+\$34,834.83)
Northland Constructors of Duluth	Facilities	Duluth East High School Parking Lot Improvements BID #1339 – Northland Constructors of Duluth provided additional services on the project (+\$6,700.00)



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S24014 - Duluth Public Schools ISD 709 - Lowell Elementary
Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811

Contract Change Order #001: CE #002 - Brick and Block Repair

CONTRACT COMPANY:	Donald Holm Construction 3211 W 3rd St Duluth, Minnesota 55806	CONTRACT FOR:	SC-S24014-001:WS 01 - General Construction
DATE CREATED:	9/15/2025	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/15/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$34,834.83
DESCRIPTION: CE #002 - Brick and Block Repair Brick and block repair per proposal 8-15-25			
ATTACHMENTS: ISD 709-Lowell Masonry Block RFP.pdf			

CHANGE ORDER LINE ITEMS:
CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 - Donald Holm Const.	Brick Repair	Other	\$ 24,206.60
2	05-5.01 - WS 01 - Donald Holm Const.	Block Repair	Other	\$ 6,349.00
3	05-5.01 - WS 01 - Donald Holm Const.	Control Joint Repair	Other	\$ 1,650.00
4	05-5.01 - WS 01 - Donald Holm Const.	Misc Field Work Orders related to existing conditions	Other	\$ 2,629.23
Subtotal:				\$34,834.83
Grand Total:				\$34,834.83

The original (Contract Sum)	\$ 765,710.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 765,710.00
The contract sum will be increased by this Change Order in the amount of	\$ 34,834.83
The new contract sum including this Change Order will be	\$ 800,544.83
The contract time will not be changed by this Change Order by	



CCO #001

Donald Holm Construction
3211 W 3rd St
Duluth Minnesota 55806

Duluth Public Schools ISD #709
4346 Rice Lake Road
Duluth Minnesota 55811

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

CHANGE ORDER NO.: 1

Owner: Duluth Public Schools Owner's Project No.: 1339
Engineer: Design Tree Engineering, Inc. Engineer's Project No.: 12525001
Contractor: Northland Constructors of Duluth Contractor's Project No.:
Project: Duluth East High School Parking Lot Improvements Bid #1339
Contract Name: Duluth East High School Parking Lot Improvements Bid #1339
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Construction revisions including a new manhole cover for an existing storm chamber system that was buried and damaged during removals and striping revisions as shown in the attached invoice 47252030-1.

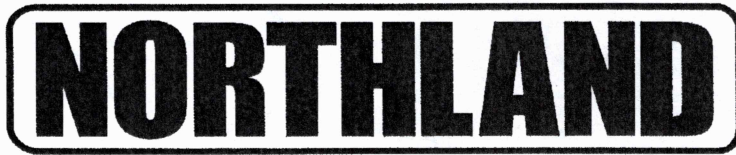
Attachments: Invoice 47252030-1 from Northland Constructors of Duluth

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 418,900.00	Original Contract Times: Substantial Completion: August 15, 2025 Ready for final payment: August 22, 2025
Increase from previously approved Change Orders: \$ 0.00	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 418,900.00	Contract Times prior to this Change Order: Substantial Completion: August 15, 2025 Ready for final payment: August 22, 2025
Increase this Change Order: \$ 6,700.00	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 425,600.00	Contract Times with all approved Change Orders: Substantial Completion: August 15, 2025 Ready for final payment: August 22, 2025

Recommended by Engineer (if required)
By: Michael Gerber *Michael Gerber*
Title: EOR
Date: 10/07/2025

Approved by Contractor
[Signature]
Perry Johnson Manager
10/07/2025

Authorized by Owner
By: *[Signature]*
Title: *Exec. Dir. Finance Business Services*
Date: *10.7.25*



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

September 29, 2025

Invoice 47252030-1

Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Attn: Mike Gerber

RE: Duluth East Parking Lot Change Orders

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT RATE	TOTAL
25-Sep-25	CO #1 - Extra Work - Discovered Mr Manhole for Storm Chamber	1	LS	\$ 5,200.00	\$ 5,200.00
25-Sep-25	CO #2 - Extra Work - Striping	1	LS	\$ 1,500.00	\$ 1,500.00

Total Invoice Due	\$	6,700.00
-------------------	----	----------