Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, August 18, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Regular School Board Meeting - July 21, 2026 3
      2) Special School Board Meeting Re: Referendum - August 6, 2026 6
   B. **Approval of Action Items**
      1) Human Resources
         a. HR Staffing Report 7
         b. Other Action Items
      2) Finance
         a. Financial Report 8
         b. Fundraisers 9
         c. Bids, RFPs and Quotes
            (1) QUOTE #4414 - Referendum Strategy Services 10
         d. Contracts, Change Orders, Leases
            (1) CONTRACT — Soliant DHH Services (Special Services) for FY27 20
            (2) CONTRACT - KY Interpreting Services (Special Services) for FY27 29
            (3) CONTRACT - Acknowledgment and Consent Regarding Deed Restriction (STC Building and True North Goodwill) 33
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 37
         b. Field Trip Requests
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings - None
      2) Second Readings
         a. 533 Wellness 63
         b. 721 Procurement Policy (replacing 3041 & 3041R) 76
         c. 903 Visitors to School District Buildings and Site (replacing 1080 & 6025) 122
      3) Policies for Review - None

D. **Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) Monthly Committee of the Whole - August 6, 2026 130
2) Policy Committee - August 13, 2026 203
3) Human Resources/Business Services Committee - August 10, 2026 295

Regular School Board Meeting
Tuesday, July 21, 2026 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks:	Present
Kelly Durick Eder:	Present
Rosie Loeffler-Kemp:	Present
Jill Lofald:	Present
Sarah Mikesell:	Present
Amber Sadowski:	Present
Stephanie Williams:	Present

Present: 7.

1. Call to Order
Call to order at 6:33 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
none

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
none

6.B. Superintendent's Report
Topics Include:
Balanced Use of Technology
Potential Referendum
First Street Building Naming
Summer Planning
Other

6.C. Schedule of Meetings and Events

7. Resolutions from Committee Reports

7.A. B-7-26-4174 - FY28 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

Move to Approve Resolution B-7-26-4174 FY28 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan. This motion, made by Amber Sadowski and seconded by Sarah Mikesell, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

7.B. B-7-26-4175 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2027A
Move to Approve Resolution B-7-26-4175 Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2027A. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.
Amber Sadowski: Abstain (With Conflict), Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Abstain (With Conflict): 1
Discussion was had.

7.C. B-7-26-4176 - FY27 Commercial Insurance Renewal
Move to Approve Resolution B-7-26-4176 FY27 Commercial Insurance Renewal. This motion, made by Jill Lofald and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

7.D. B-7-26-4177 - Resolution Relating to the Naming of a New School Facility
Move to Approve Resolution B-7-26-4177 Relating to the Naming of a New School Facility. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

7.E. B-7-26-4178 - Acceptance of Donations to Duluth Public Schools
Move to Approve Resolution B-7-26-4178 Acceptance of Donations to Duluth Public Schools. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

7.F. B-7-26-4179 - Authorized Bank Account Signer
Move to Approve Resolution B-7-26-4179 Authorized Bank Account Signer. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

8. Report of Standing Committees

8.A. Committee of the Whole

8.A.1) Monthly Committee of the Whole *(No July meeting)*

8.B. Human Resources/Business Services Committee *(July 13, 2026)*
Member Sadowski presented the Human Resources/Business Services Committee Report.

8.C. Policy Committee *(No July Meeting)*

9. General Board Committee Updates
Member Mikesell gave an update on the Inter-Governmental meeting.

10. Consent Agenda
Move to Approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. Approval of Head Start Key Hire/Director Candidate

Move to Approve the Head Start Key Hire/Director Candidate Julie Midas. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

12. Questions / Other

13. Adjournment
Move to Adjourn at 7:45 p.m. This motion, made by Sarah Mikesell and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Special School Board Meeting Re: Referendum
Thursday, August 6, 2026 4:00 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Absent
Present: 6, Absent: 1.
Member Sadowski participated remotely due to health issues.
Member Loeffler-Kemp participated remotely due to work.
Stephanie Williams: Present
Present: 7.
Member Sadowski participated remotely due to health issues.
Member Loeffler-Kemp participated remotely due to work.
Member Williams arrived at 4:15 p.m. and participated remotely due to work.

1. Call to Order
at 4:12 p.m.

2. Roll Call

3. Resolution B-8-26-4180 - Resolution Relating to the Authorization of an Operating Levy of the School District and Calling Election Theron
Move to Approve Resolution B-8-26-4180 Relating to the Authorization of an Operating Levy of the School District and Calling Election Theron. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0
Discussion was had.

4. Adjournment
Move to Adjourn at 4:32 p.m. This motion, made by Jill Lofald and seconded by Henry Banks, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: August 10th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
MADERAS, ELIZABETH A	CTE WORK BASED LEARNING TEACHER/DENELD, (MA) IV, 8, 0.6, ROED S.	8/28/2026
MENCEL, DEBBIE A	SPED MULTI CATEGORICAL SETTING III TEACHER/ORDEAN EAST, (MA+30) IV, 9, 1.0,	8/28/2026
NIENOW, ANJA R	GERMAN TEACHER/LINCOLN PARK MIDDLE SCHOOL, (MA) IV, 9, 0.2, JENSEN N.	8/28/2026
RACCHI, JULIE A	SPED EBD RESOURCE TEACHER/MYERS-WILKINS, (MA) IV, 9, 1.0, DEVRIES C.	8/28/2206

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
AMUNDSON, JENNA M	Cert Other Leave Homecroft	8/24/2026 6/11/2027

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
HATFIELD, KATHRYN L	SUPERVISOR SPECIAL SERVICES - DW	7/17/2026
PORKKONEN, ALEX N	SPED SECONDARY RESOURCE - LINCOLN PARK MS	6/5/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
CAMPBELL, ELISE M	GRADE 1 - LESTER PARK ES	10/16/2026

CERTIFIED TERMINIATION	POSITION	EFFECTIVE DATES
HALVERSON, TONYA M	SUMMER SESSION TEACHER - LINCOLN PARK MS	07/16/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ARNOLD, AYANNA N	SPED STUDENT SPECIFIC SETTING III PARA/DISTRICT WIDE, 31.25/38WKS, $21.90, ODDEN S.	08/31/2026
DISSELL, DANIEL G	SPED STUDENT SPECIFIC SETTING III PARA/EAST, $23.48/HR	08/31/2026
HUBANKS, LILY A	SPED BUILDING WIDE PARA/LAKEWOOD, 31.25/38WKS, $20.59/HR	08/31/2026
JOHNSON PLASCENCIA, KARLA M	CUSTODIAN/OREAN EAST, 40/52WKS, $18.59/HR, THOMSON C.	07/29/2026
MIDAS, JULIE A	PRESCHOOL PROGRAM SUPERVISOR/DISTRICT WIDE, $2,197/WK, 12 WEEKS, ECKBERG B.	08/17/2026
MORGAN, CAMERON J	SPED PROGRAM SETTING III PARA/MYERS-WILKINS, 31.25/38WKS, $21.90/HR, KARLSON T.	08/31/2026

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
DAHL, DAVID A	SCHOOL BUS DRIVER II	08/15/2026
MUSOLF, LESLIE A	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/01/2026
OLEARY, PAULETTE M	HEALTH ASST LPN PARA - LOWELL ES	06/05/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BASLEY, MACHELLE L	CAFETERIA HELPER 1 - LINCOLN PARK MS	06/05/2026
BUFFINGTON, KATHERYN	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/05/2026
FLEGEL, TENILLE R	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	08/18/2026
HURST, WILLIAM C	CERTIFIED LIFE GUARD PARA - LINCOLN PARK MS	06/05/2026
KARLSON, TERESA A	SPED PROG PARA SETTING III/IV - PIEDMONT ES	07/30/2026
KINGFISHER, BRIAN J	CULTURAL IMMERSION PROG PARA _ LOWELL ES	06/05/2026
KRAUSS, NICHOLAS J	NETWORK ARCHITECT - DSC	08/04/2026
MEINTZ, ANNA L	DULUTH PRE K PROG PARA - LAURA MAC ES	06/05/2026
MRACHEK, MICHELE C	CAFETERIA HELPER I - ORDEAN-EAST MS	06/05/2026
NORDWALL, HEATHER M	MIDDLE SCHOOL CLERICAL - ORDEAN-EAST MS	09/15/2026
OSUCHUKWU, CHIBUZO J	INTEGRATION SPECIALIST - LINCOLN PARK MS	06/12/2026
TAPPER, LILIANNE V	HEALTH ASST LPN PARA - MYERS-WILKINS ES	06/05/2026
TREMBLE, JAKE F	SCHOOL CUSTODIAN FLOAT II - DW	08/07/2026
WISHART, SCOTT C	LACROSSE HEAD COACH HS BOYS - DENFELD HS	06/05/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
LAYMAN, ANTHONY J	ENGLISH TEACHER - EAST HS	08/04/2026

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
August 10, 2026 Committee Meeting

BUDGET SUMMARY

08/07/26

REVENUES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General	1	$ 144,077,034.04	$ 144,077,034.04	$ 1,816,979.66	$ -	$ 142,260,054.38	1%
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 44,326.62	$ -	$ 6,238,952.72	1%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 80,855.24	$ -	$ 3,811,843.78	2%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 32,684.24	$ -	$ 7,935,710.92	0%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 22,231.69	$ -	$ 6,345,862.90	0%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 355,402.41	$ -	$ 28,558,016.75	1%
Trust Fund	8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund	20	$ 1,201,126.00	$ 1,201,126.00	$ 100,938.31	$ -	$ 1,100,187.69	8%
Student Activity	79			$ 1,896.21	$ -	$ (1,896.21)	#DIV/0!
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 199,009,047.31**	**$ 2,455,314.38**	**$ - $ -**	**$ 196,553,732.93**	1%

EXPENSES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General	1	$ 144,183,480.90	$ 144,183,480.90	$ 4,117,130.63	$ 4,827,957.59	$ 135,238,392.68	6%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 83,361.54	$ 3,271,511.88	$ 3,010,010.58	53%
Transportation	3	$ 8,001,308.74	$ 8,001,308.74	$ 230,136.84	$ 530,521.50	$ 7,240,650.40	10%
Community Ed	4	$ 7,855,857.50	$ 7,855,857.50	$ 140,463.90	$ 53,090.19	$ 7,662,303.41	2%
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 1,357,605.76	$ 1,976,674.64	$ 2,661,399.52	56%
Building Construction	6	$ -	$ -	$ 101,840.42	$ 9,618,776.55	$ (9,720,616.97)	
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,197,482.42	$ -	$ 27,255,982.06	4%
Trust Fund	8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund	20	$ 1,309,828.00	$ 1,309,828.00	$ 128,836.69	$ -	$ 1,180,991.31	10%
Student Activity	79			$ 4,849.50	$ 9,332.00	$ (14,181.50)	#DIV/0!
EXPENSE	**TOTALS**	**$ 202,450,345.54**	**$ 202,450,345.54**	**$ 7,361,707.70**	**$ 20,287,864.35 $ -**	**$ 174,800,773.49**	14%

July 2026 - Checks/ACHs Issued			
	Starting #	Ending #	Amount
Checks	732590	733015	$ 12,171,685.18
ACHs	233561	236075	$ 7,032,627.61

Extra Curricular	Fund 01 Prog 298
Revenue	$ -
Expense	$ 4,405.87

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 18 2026
APPROVED BY
THE SCHOOL BOARD

Fundraisers Reported
July 2026

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
Lincoln Park MS	6th Grade	$2,000.00	GiveMN donations for 7th grade field trips and education experiences
Lincoln Park MS	7th 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 MS	8th 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 MS	Duluth Community Schools Collaborative	$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.

ISD 709
DULUTH PUBLIC SCHOOLS
AUG 18 2026
APPROVED BY
THE SCHOOL BOARD

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4414 REFERENDUM STRATEGY**

Date: July 22, 2026

The quote is to provided consulting services for referendum communication for the Duluth Public Schools.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
Jeff Dehler Public Relations LLC	$ **42,150.00**
CESO	$ **23,200.00**

John Magas and Simone Zunich reviewed the quotes.

Simone Zunich, Executive Director of Finance & Business Services, recommends accepting and awarding the quote meeting specifications as submitted by Jeff Dehler Public Relations, LLC for the amount of **$42,150.00.**

Program: Finance & Business Services

Fund Custodian: Simone Zunich, Executive Director of Finance & Business Services

CONTRACT BETWEEN
DULUTH PUBLIC SCHOOL DISTRICT AND
JEFF DEHLER PUBLIC RELATIONS, LLC

THIS CONTRACT is entered into between **DULUTH PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT 709**, 709 Portia Johnson Drive, Duluth, MN 55811 ("CLIENT") and **JEFF DEHLER PUBLIC RELATIONS, LLC** 3427 Utah Ave N, Crystal, MN 55427 ("Consultant").

CLIENT wishes to purchase services from a consultant knowledgeable about referendum marketing. CONSULTANT represents that they are in the business of providing branding, marketing, communications, and public relations consulting services and are qualified and willing to furnish these services.

TERM
This Contract begins July 15, 2026 and ends November 30, 2026.

SERVICES
CLIENT agrees to purchase, and CONSULTANT agrees to furnish consulting services for referendum communications for Duluth Public Schools. The Scope of Services generally include the following:

The Consultant will draft and implement a strategic communications plan that meets the district's referendum information campaign goals, to include planning and production of communications materials related to the referendum and strategic counsel on strategies that district administration will use to engage with stakeholder groups.

A detailed Scope of Services is attached.

COST
CLIENT will pay CONSULTANT for pre-referendum community engagement and strategic communications services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed $42,150.00. Consultant and CLIENT may negotiate an extension of this contract or add additional services not reflected in the SCOPE OF SERVICES if deemed necessary and such agreement shall be reduced to writing and signed by both parties.

BILLING AND PAYMENT
Consultant requires half of the contract amount to be paid at the beginning of the contract term and the second half at the end of the contract term for referendum communications services. We will provide invoices for your records. **Send payment to Jeff Dehler Public Relations, LLC, PO Box 783, Pewee Valley, KY 40056-9197**. CLIENT agrees to pay such amounts due within thirty (30) days of such stated dates. Failure to pay within 30 days may incur a 5% penalty of the amount due.

Expenses incurred in connection with services under this contract, including but not limited to travel, newspaper subscriptions, printing, postage, and other out-of-pocket costs, will be billed separately and are not included in the contract amount above.

WORK OUTSIDE OF THE CONTRACT SCOPE / RATES

Any work requested by the CLIENT that is outside of the contract scope of service will be approved in writing by both parties. Costs outside of the scope of service will be billed at the following standard rates.

Principal and Senior Counselor - $150/hour
Account Manager - $120/hour
Technical Specialist - $100/hour
Clerical - $75/hour
Intern - $50/hour

PROCESSING FEE

A 15% processing fee will be added to all subcontracted labor or vendor expenses paid by DehlerPR on behalf of the CLIENT. This fee helps us cover accounting services and other overhead related to processing bills and invoices.

Thank you for understanding that these rates and fees will allow us to continue bringing best-in-class service, competitive value, and high-quality strategic counsel and public relations expertise.

TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. CLIENT remains liable for all fees for work done through date of termination. CONSULTANT is liable for work through the date of termination.

INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract, Consultant's relationship to CLIENT is as an independent contractor and not an employee or agent of CLIENT.

The Parties agree that Consultant may utilize other vendors, subcontractors or other independent contractors to complete the agreed upon services. Consultant is responsible to pay all applicable state and federal social security, unemployment, and income taxes for any employees that they supply. Any vendor, subcontractor or other independent contractor of CONSULTANT shall be responsible to pay all applicable state and federal social security, unemployment and income taxes for their own personnel.

Except for intentional, willful or wanton conduct of CLIENT or CLIENT's personnel, Consultant agrees that under no circumstances will CLIENT be responsible for workers' compensation for injuries suffered by CONSULTANT or any of CONSULTANT's employees in connection with this Agreement.

COMPLIANCE WITH LAWS

In providing services, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of the services.

SUBCONTRACTING AND ASSIGNMENTS
Consultant is responsible for the performance of all vendors, subcontractors and independent contractors hired by the consultant under this Agreement.

MODIFICATIONS
Any material alterations, modifications, or variations of the terms of this Contract will be valid and enforceable only when reduced to writing as an amendment and signed by both parties.

DATA PRACTICES
In collecting, maintaining, storing, using, and disseminating data on individuals while providing services, Consultant agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy.

INTELLECTUAL PROPERTY
CONSULTANT represents that all final work generated under this Agreement shall be the property of CLIENT. CONSULTANT agrees to work with CLIENT to complete any requested documentation, including an assignment of creative work, to ensure title to final work resides with CLIENT. Further, CONSULTANT represents that all final work completed under this Agreement shall not infringe on the intellectual property rights of any third party. Further, the Parties agree that CONSULTANT may use any created work under this Agreement with other prospective clients and for marketing purposes without additional notice, permission or approval from CLIENT.

CLIENT represents and warrants that any and all intellectual property it supplies to CONSULTANT for inclusion in any work of CLIENT does not infringe on the intellectual property rights of any third party and that it has secured all necessary licensing, approvals or waivers for such use. CLIENT is responsible for obtaining any and all releases and waivers from any individual who is under their control and who may appear in any finished work. For any individual who is under the age of 18, such release and waiver must be signed by an adult or legal guardian of such minor. Any legal liability for failing to obtain appropriate releases or securing the rights of any third party for such use of intellectual property in this subsection shall be the responsibility of CLIENT and not that of the CONSULTANT.

CONFIDENTIALITY
CONSULTANT will not, as a current representative of CLIENT or at any time thereafter, disclose in whole or in part, any of CLIENT's Confidential Information that CONSULTANT may learn or acquire during this contract term with CLIENT, to any other person, firm, corporation or entity. CONSULTANT further agrees that CONSULTANT will not use CLIENT's Confidential Information for CONSULTANT's benefit or for the benefit of any other person, firm, corporation or entity unless CLIENT expressly directs CONSULTANT to do so. During the term of CONSULTANT's contract with CLIENT, CONSULTANT will use the Confidential Information only in furtherance of CLIENT's interests.

DISPUTES/CHOICE OF LAW
The Parties agree that, should there be a dispute or disagreement as to the terms of this Agreement they shall work collaboratively together to come to a mutually acceptable solution. Should such efforts fail, the Parties agree that this Agreement is governed by and construed in accordance with the laws of the State of Minnesota which will control any dispute.

ASSIGNMENT
Neither party may assign this Agreement.

LIMITATION OF LIABILITY
The extent of liability of CONSULTANT shall be the total amount of fees paid under this Agreement.

ENTIRE CONTRACT
The entire agreement of the parties is contained in this document, the Scope of Services and the Proposal.

APPROVALS

Simone Zunich

July 20, 2026

NAME: Simone Zunich

POSITION: Exec. Dir. Finance, Business Services

Duluth Public Schools
Independent School District 706
709 Portia Johnson Drive
Duluth, MN 55811

July 15, 2026
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

SCOPE OF SERVICES		
Referendum Communication	COST	RANGE
Project Management	$ 6,000	
Preparation, planning, coordination		
Strategic Counsel	$ 3,000	
In-person meeting		$ 1,500
Campaign management – bi-weekly phone calls as needed (Consultant is responsible for agendas, notes, leads meetings)		
Strategic Referendum Communications plan		
Research (Prep and analysis)	$ 3,000	
Backgrounding		
Mini-communications audit		
Interviews and/or focus group		
Voter file analysis		
Website and newsletter analytics reports		
Strategic Message Development	$ 3,000	
Speaking points (establishes messaging) and tagline		
Campaign branding - theme graphic		
Materials Development	$ 14,000	
Referendum website content 10 pages		
Employee Do's and Don'ts		
Video strategy and script oversight		
Staff and parent email content (5 emails)		
Fast Facts postcard - Draft, art direction, printing coordination		
Brochure - 16-pages - Draft, art direction, printing coordination		
Back pack flyers (3)		
Facebook editorial calendar and content (30-90 days)		
Get out the vote messaging and strategies		
Post-referendum messaging and strategies		
PowerPoint presentation		
Assistance with Notice of Special Election		$ 1,000
Coordinate translations		$ 3,000
Photography		$ 1,500
Video editing of in-house video shoots		$ 1,000
Building team coordination and materials		$ 2,000
Media Relations	$ 1,000	$ 1,000
Monitor media for referendum related news		
News releases (2-6) Op-ed (2-6) review and edit		

Media relations (calls to editors, reporters, producers)		
TOTAL	$ 30,000	$ 11,000
Expenses:		
Website hosting and domain name		$ 300
Constant Contact subscription		$ 350
Mileage, lodging, meals (per in-person meeting)		$ 300
Lodging (if necessary)		$ 200
TOTAL	$ 30,000	$ 12,150

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Referendum Communications Support

Duluth Public Schools
(Reference #Q-1414)

6.29.2026

01 | The CESO Communications Story •

CESO Communications is committed to "rethinking possible" in all we do. Our team includes school communication professionals from across the country who have a combined experience of more than 300 years, and all of our senior strategists have earned the Accredited in Public Relations (APR) designation. We understand the issues faced by schools and districts, and we have the experience to solve any issue. We combine our school expertise with a creative team of talented designers, marketers and strategists to create and deliver powerful solutions that solve problems and lead to impactful results.

We are colleagues with our clients, showing up for them with our sleeves rolled up, ready to think, work and act in their best interest. We tap our team's creativity, expertise and experience as we partner with our clients, knowing that expertly implemented action founded in strategy can have a transformational impact.

02 | Scope of Work & Cost •

CESO Communications is proposing to partner with Duluth Public Schools to provide communications assistance and support for the district's planned November 2026 operating levy referendum election. While our team will accept additional assignments, the typical referendum scope of work includes the following:

- Create a communications plan to outline a tactical approach to the campaign
- Create overall key messages to be included in communications throughout the campaign
- Create a web page or standalone microsite for the campaign
- Create levy-related content for a variety of communication channels to include:
    - Content for the district website
    - Stories to be submitted to the local newspaper
    - Content to be shared in school and district newsletters
    - Materials for community presentations
    - Content to be shared through social media
    - Provide graphic design election-related materials
- Provide graphic design for election-related materials
- Assist the Duluth team in discussing and planning an overall campaign strategy
- Provide advice and counsel to the district team throughout the campaign.

We have organized the proposal to include two parts:

- Our team will provide 35 hours per month for two months - July-August 2026 - to create the overall campaign communications plan, key messaging, and begin

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implementation of the first several weeks activities included in the communications plan. ***COST - $11,200 or $5,600 monthly***

- Our team will provide 25 hours per month for three months - September-November 2026 - to continue implementation of the campaign plan and assist the district as needed. ***COST - $12,000 or $4,000 monthly***

We will ask the district to assign a district administrator to be our primary contact and will meet regularly to assess progress.
TOTAL - $23,200

03 | Summary •

The CESO Communications team is excited at the possibility of partnering with Duluth Public Schools to assist with referendum communications. A clear and focused communications plan that is expertly implemented will go a long way toward helping district residents understand the operating levy proposal.

We are happy to discuss the details of the proposal and make any necessary adjustments. Let me know if you have any questions or need additional information. We look forward to hearing from you.

Sincerely,

Bob Noyed, APR
Vice President, CESO Communications
bob.noyed@theceso.com, 612-325-2127

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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:	Ashley Ben-Jacob		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/26/2026	**Assignment End Date:**	06/11/2027
Position:	Tele-DHH		
Hours per Week:	40		
Bill Rate per Hour	$105.00	*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: N/A

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

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

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

By: 137571 - Duluth Public Schools ISD 709

Print Name: _____

Title: _____

Date: _____

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, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify 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 separate staffing firm or independent contractor arise, Company will notify Client in advance of the assignment to receive approval of this arrangement unless the individual service providers are placed on substitute basis to address staffing absences or short-term shortages at which point Company will utilize Go Spindle, LLC. If such temporary staffing persists longer than thirty (30) consecutive days, advance notification and approval will be requested.

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 claim 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 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	***To Client***
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Duluth Public Schools ISD 709 Address: 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.

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

137571 - Duluth Public Schools ISD 709	**Soliant Health, LLC**
Signature _____ Date	Signature _____ Date
Print Name _____	Print Name _____
Title _____	Title _____

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 13, 2026 and shall remain in effect until Thursday, June 10, 2027, 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. ESY: July 13, 2026 - July 30, 2026. School Year: September 3, 2026 - June 10, 2027.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

The 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 $65.00 hourly (2 hour minimum at $130.00) and $432,250.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Lora Thurston, 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 KY Interpreting, 3251 Dahl Road, Duluth, MN 55804.

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

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.

Kathleen Yourth | 26 - 3754494 | 7/20/26

Contractor Signature | SSN/Tax ID Number | Date

Lora Thurston | 7/7/26

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; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

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.

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

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

01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

ACKNOWLEDGMENT AND CONSENT
REGARDING DEED RESTRICTION

Independent School District No. 709, Duluth, a Minnesota public school district ("District"), for the benefit of True North Goodwill ("TNG"), states as follows:

RECITALS

A. The District previously conveyed certain real property located in St. Louis County, Minnesota, legally described in the attached Exhibit A (the "Property"), said conveyance recorded as Document No. _____ in the office of the St. Louis County Recorder, which conveyance included the following deed restriction:

> The Grantee, its successors or assigns, shall not use all or any portion of the Property as a school for the purpose of conducting programs for children between the ages of 5 and 18.

(the "Restriction").

B. TNG has advised the District that it intends to use the Property primarily for workforce development, employment training, supportive services, and related programming serving adults.

C. TNG has further advised the District that certain workforce development programs conducted at the Property may include participants between the ages of 16 and 24, including YouthBuild and related workforce readiness programs, and that such programs are intended to provide workforce training, employment preparation, credential attainment, leadership development, and hands-on construction experience.

D. TNG has requested written confirmation regarding the applicability of the Restriction to the foregoing uses.

ACKNOWLEDGMENT AND CONSENT

NOW, THEREFORE, the District acknowledges and consents as follows:

1. **Acknowledgment of Proposed Uses.** The District acknowledges the uses described in the Recitals above and in TNG's written request to the District.

2. **Determination Regarding Restriction.** Based solely upon the uses described to the District, the District does not consider such uses to constitute use of the Property "as a school for the purpose of conducting programs for children between the ages of 5 and 18" within the meaning of the Restriction.

3. **Consent.** The District has no objection to the uses described herein and consents to such uses notwithstanding the presence of the Restriction.

4. **No Release or Modification.** This instrument shall not constitute a release, termination, extinguishment, modification, amendment, abandonment, or waiver of the Restriction generally. The Restriction shall remain in full force and effect according to its terms.

5. **Limited Reliance.** This acknowledgment and consent is limited to the specific uses described herein. The District reserves all rights under the Restriction with respect to any materially different use of the Property.

6. **No Precedent.** Nothing contained in this instrument shall obligate the District to approve, consent to, or permit any future use of the Property not described herein.

[signature page to follow]

IN WITNESS WHEREOF, Independent School District No. 709, Duluth has executed this Acknowledgment and Consent Regarding Deed Restriction as of this _____, 2026.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

By: _____
Kelly Durick Eder, Board Chair

By: _____
Sarah Mikesell, Board Clerk

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

The foregoing instrument was acknowledged before me on _____, 2026, by Kelly Durick Eder, as Board Chair, and Sarah Mikesell, as Board Clerk, on behalf of Independent School District No. 709, Duluth, a Minnesota public school district.

Notary Public

My Commission Expires: _____

Exhibit A

Legal Description

ROCKRIDGE ACADEMY
4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

August 8th, 2026

John Magas
Ind. School District 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his diploma from the school listed.

Name of Graduate	School	Graduation Date
Bearett John Michel	Rockridge Academy	May 29th, 2026

Thank you

Jacob Hintsala
Principal

Duluth 709 Public Schools

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 6/24/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Tatiana Bush

6/24/26

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 6/24/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Tana'Ja Allen

6/24/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 6/24/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Damien Quaas

6/24/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

July 2, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Jordan Bosto	**Duluth Public Schools**	**7/1/2026**

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/7/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Seth Rich

7/7/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/7/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Abbie Jorgenson

7/7/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/7/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Tyler Nienajadlo

7/7/2026

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/7/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Ophelia Olson

7/7/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Dakota Ritchie

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Charles Garrett

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Eliana Watkins

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Zachary Johnson

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Ian Bloom

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Brittany Bird

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Hunter Flaim

7/8/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Mariah Roper

7/8/26

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/8/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Maxwell Norbotten

7/8/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/9/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Christina Olin

7/9/2026

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/10/26

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Alessia Borysewicz

7/10/2026

218-336-8725
dae@isd709.org
dae.isd709.org
325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

DULUTH ADULT EDUCATION

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/14/2026

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Chelsea Robinson

7/14/2026

218-336-8725
dae@isd709.org
dae.isd709.org

325 W. 1st St. Arvig Bldg. 3rd Floor, Duluth, MN 55802

July 16, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ian P. Sadinsky	**Duluth Public Schools**	**7/16/2026**

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

July 28, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Chase Andrew Jackson	**Duluth Public Schools**	**7/28/2026**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

July 28, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Vixen Lee McConaughy	**Duluth Public Schools**	**7/28/2026**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

August 11, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Mariahna Camacho	**Duluth Public Schools**	**8/11/2026**

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Eric Stang
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

August 12, 2026

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Mae-Lynn Strenke	**Duluth Public Schools**	**8/12/2026**
Savannah Haglin	**Duluth Public Schools**	**8/12/2026**
Ainsley Rauner	**Duluth Public Schools**	**8/12/2026**

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Eric Stang
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. <u>Nutrition Promotion and Education</u>

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

4. The school district will encourage Safe Routes to School based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during

the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

   https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

   a. Safety committees are formed at each school and meet regularly.

   b. Employees are widely involved in the emergency/disaster planning committees.

   c. There is an annual wellness fair curtailed to employees with various booths and information available.

   d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

Resources: Minnesota Department of Education, https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Replacing: Policy 6300
Second Reading: 06/20/2017
Adopted: 07/18/2017 ISD 709
First Reading: 06/16/2026
Second Reading: 08/13/2026

533 WELLNESS

I. PURPOSE

~~The purpose of this policy is to assure a school environment that promotes and protects all students' health, well-being, and ability to learn by supporting healthy eating and physical activity.~~

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. ~~Because all~~ ~~c~~Children need access to healthy foods and opportunities to be physically active in order to grow, ~~the school district will provide an optimal~~ learn~~ing environment whereby:~~ and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity ~~and diverse needs~~ of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. ~~o~~Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. ~~p~~Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. ~~e~~Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips. ~~educational experiences~~

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown. ~~These experiences serve as an interdisciplinary teaching tool to influence student food choices and lifelong healthy eating habits.~~

~~b. Farm to School programs provide students with the opportunity to eat healthy, locally grown foods and be exposed to a variety of fresh produce that reflects the ethnic and cultural diversity of the student population. The school district will support the development of Farm to School programs to help students eat more nutritious foods and promote healthier lifelong eating patterns; support the local economy and local farmers; and teach students about the origins of their foods and how their food is grown.~~

~~c. Farm to School Programs will adhere to the recommended USDA Sanitation and Safety guidelines of Traceability of Fresh Produce from local farmers and school gardens. This process includes but is not limited to a review of Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs). Farm to School items served in the Cafeteria, the Child Nutrition Department will maintain traceability records from the source of the product through the serving of the product. This documentation will include information on suppliers including local farms, purchasing records, and the specific source of the product.~~

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

~~4. Schools will limit withholding physical activity and recess as a behavioral consequence.~~

~~5. Schools will proactively teach and encourage positive recess behavior and indoor active recess throughout the school year.~~

~~6. Extended periods (i.e., periods of two or more hours of inactivity) are discouraged. When activities, such as school-wide testing, making necessary for students to remain indoors for long periods of time, students will be given periodic breaks (before, during, and after) during which they are encouraged to stand and be moderately active.~~

~~7~~4. The school district will encourage Safe Routes to School ~~walking and biking to and from school~~ based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

~~3~~4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural ~~and diverse~~ diversity ~~needs~~ of the student body in meal planning.

~~4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.~~

~~5~~4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

~~6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.~~

~~7~~5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible

for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

~~8~~6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

~~9~~7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

~~10~~8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards~~, at a minimum~~. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

~~3~~5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. ~~Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions~~, including those foods provided through:

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. ~~A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.).~~ The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

   ~~b. Classroom snacks brought by parents to be distributed to the class. A snack is food eaten between usual meals to supplement the nutritional needs of student intended to make a positive contribution to the child's health and diet. The school district will provide parents to families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.~~

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas. ~~Foods and beverages sold as fundraisers during the school day must comply with standards listed in C1 and C2. No restrictions are placed on the sale of food/beverage items sold outside of the school day.~~

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

a. Safety committees are formed at each school and meet regularly.

b. Employees are widely involved in the emergency/disaster planning committees.

c. There is an annual wellness fair curtailed to employees with various booths and information available.

d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

b. the extent to which the school district's wellness policy compares to model local wellness policies; and

c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act ~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

~~Local~~ Resources: Minnesota Department of Education, ~~www.education.state.mn.us~~ https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

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Adopted: **7/18/2017 ISD 709**
First Reading:

721 PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000.

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;
2. Advisory councils;
3. Audit costs and related services;
4. Bonding costs;
5. Compensation - personal services;
6. Compensation – fringe benefits;
7. Conferences;
8. Contingency provisions;
9. Depreciation;
10. Employee health and welfare costs;
11. Equipment and other capital expenditures;
12. Gains and losses on disposition of depreciable assets;
13. Insurance and indemnification;
14. Intellectual property;
15. Maintenance and repair costs;
16. Materials and supplies costs, including costs of computing devices;
17. Memberships, subscriptions, and professional activity costs;
18. Organization costs;
19. Participant costs;
20. Plant and security costs;
21. Pre-award costs;
22. Professional service costs;
23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to

track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

X. SUBRECIPIENT MONITORING

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a

potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

   a. Required information includes:

      (1) Federal award identification

         i. Subrecipient's name (must match the name associated with its unique entity identifier);

         ii. Subrecipient's unique entity identifier;

         iii. Federal Award Identification Number (FAIN);

         iv. Federal Award Date;

         v. Subaward Period of Performance Start and End Date;

         vi. Subaward Budget Period Start and End Date;

         vii. Amount of Federal Funds Obligated in the subaward;

         viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

         ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

         x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

         xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

         xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

         xiii. Identification of whether the federal award is for research and development; and

         xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

      (2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant

developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

a. Providing subrecipients with training and technical assistance on program-related matters;

b. Performing site visits to review the subrecipient's program operations; and

c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or

apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)

2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References:
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources:
Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

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721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000 ~~(generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).~~

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine

the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

   [NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) Federal award identification

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

            xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

            xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

            xiii. Identification of whether the federal award is for research and development; and

            xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward,

other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[Note: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)

2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)

U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

3041R GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSALS

1. To be considered, a proposal for any new idea, grant, or other item relating to a program or constituting a program in the School District must be submitted in writing responding to the following:
   a. Description of how proposal relates to District mission
   b. Program summary
   c. What's unique about the program
   d. What problem does program address
   e. Goals - methodology/activities - outcomes
   f. Budget - description and amounts of line items
   g . Signature of responsible person
2. Proposals should be submitted by writers/applicant to the direct supervisor for review and sent to the administrator in charge in the division where the proposal originated.
3. The administrator in charge will distribute copies to the other division administrators for review and comment.
4. The administrator in charge will make a recommendation to the Superintendent after the proposal is reviewed by the cabinet.
5. Two weeks must be allowed for review and approval.
6. Proposals should be accompanied by a suggested source of funding, preferably other than the School District's general fund.
7. Proposals are not limited to instruction.
8. Proposals will be judged on their ability to meet a need in the mission for the School District.
9. All proposals and grant applications must include a completed revenue and expenditure summary.
10. Once proposals are received from a funding agency in an approved status, copies will be distributed to the divisions of the School District for information and management purposes.
11. The responsible administrator will meet with the proposal writer and staff to set up program and finance management procedures according to School District policy, expectations and state/federal laws.

Approved: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.

B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

A. The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

B. The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

C. The use of volunteers is at the discretion of each building's administration.

D. The district staff member within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

E. Volunteers must follow visitor procedures in section V.

F. Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025
First Reading: 06.16.2026
Second Reading: 08.13.2026
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 903*
Orig. 1995
*Revised:*_____ *Rev. 2026*

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B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements ~~which are an addendum to this policy or as otherwise specifically~~ authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

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A. The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
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3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.

5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

B. The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

C. The use of volunteers is at the discretion of each building's administration.

D. The district staff member within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

E. Volunteers must follow visitor procedures in section V.

F. Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025
First Reading:
Adopted:

1080 VISITS TO SCHOOLS

Members of the community and other interested persons are welcome and encouraged to visit the schools. Both visitors and school personnel will make every effort to ensure that school visits will enhance the effect of the educational program. All school visitors, community persons and/or School District staff are expected to identify themselves at the principal's office before visiting elsewhere in the building. All community visitors will be accompanied by the principal or by the principal's designee. Neither teachers nor students will be interviewed, questioned, or solicited by visitors without the permission of the principal.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

6025 VOLUNTEERS IN SCHOOL

The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents to become more familiar with school activities and/or operations.

The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

The use of volunteers is at the discretion of each building's professional staff.

The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

Adopted: 05-13-1986 ISD 709
Revised: 06-20-1995
08-17-2004 ISD 709

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 6, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Strategic Plan Alignment
     - 1) Advancing Equity
       - a. Achievement and Integration Plan 2
     - 2) Supporting Every Student
       - a. Optimizing Technology for Student Learning & Well-Being 65
       - b. MDE Action Plan Update 73
     - 3) Improving Systems - N/A
   - B. Teaching, Learning, and Equity Board Summary Report
   - C. Budget Update
   - D. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: **Aug 6, 2026**

Topic: Achievement and Integration Plan

Presenter(s): **Marisa GarverickHerrera**

Attachment: See Attached

Brief Summary of Presentation or Topic (no more than a few sentences):

This presentation introduces our new Achievement and Integration Plan for the 2026–2029 school years.

This Requires School Board Approval: Yes, this plan requires approval from the school board.

THE ACHIEVEMENT & INTEGRATION PLAN

SY26-29

Goals of the Achievement and Integration Plan

- The purpose of the Achievement and Integration program is as follows:
  1. To pursue racial and economic integration
  2. To increase student academic achievement
  3. To create equitable educational opportunities and
  4. To reduce academic disparities based on students diverse racial, ethnic, and economic backgrounds in Minnesota public schools

Eligibility

- There are four ways that a district can be eligible for the program:
  1. Racially Isolated (RI): Enrollment of protected-class students districtwide is more than 20 percent, compared to the number of protected-class students in one of their adjoining districts.
  2. Adjoining: District physically adjoins a racially isolated district.
  3. **Racially Identifiable School (RIS): Enrollment of protected-class students at a school is more than 20 percent, compared to the number of protected-class students within the district (for the same grade levels served).**
  4. Voluntary: District participates voluntarily when geographically feasible. Participation must be approved by the Minnesota Department of Education (MDE).

Plan Components

- School Board Approval
- Plan Input
- Goals to:
  - increase racial and economic integration;
  - reduce achievement disparities;
  - increase access to effective and diverse teachers.
- Strategies that support A&I goals. These strategies may include innovative and integrated pre-k to grade 12 learning environments, family engagement initiatives, professional development, career and college readiness and rigorous coursework, and recruitment and retention of racially diverse staff.
- Key Indicators to assess if strategies are generating the intended outcomes.
- Create Efficiencies and Eliminate Duplicative Programs

Development & Engagement Process

- **Strategic Leadership:** Led by the Director of Advancing Equity (DAE) using highly targeted engagement to meet an expedited timeline
- **Deep Community Input:** Included a 6-month partnership with Myers-Wilkins Elementary and survey data from 230+ students, staff, and caregivers
- **Targeted Student Focus:** Engaged integration specialists to prioritize the specific needs of our students of color
- **American Indian Alignment:** Integrated feedback from staff, parent groups, AIPAC, family surveys (67 responses), and principal self-assessments
- **Future Vision:** Expanding our collaborative footprint to build a culture of shared ownership, transparency, and accessibility

Budget

Total Initial Revenue (FIN 313)	$1,676,468.04
Total Incentive Revenue (FIN 318)	$88,660.00
TOTAL A&I REVENUE	$1,765,128.04

Proposed Budget		
		Proposed Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	$1,659,745.47	85.37%
Professional Development may equal no more than 20% of total revenue	$102,748.24	5.29%
Administrative/Indirect may equal no more than 10% of total revenue	$181,604.06	9.34%
Total Proposed Revenue:		$1,944,097.77
Total Amount Proposed FIN 313		$1,855,437.77
Total Amount Proposed FIN 318		$88,660.00
District Coverage for 26-27		$178 969.73

Achievement and Integration Goals & Strategies

Goal #1: By June 2029, increase the full day Attendance rates for students who are American Indian, Asian, Black or African American, Hispanic/Latino, Two or More Races, and Native Hawaiian or Other Pacific Islander enrolled in the Duluth Public Schools from 65.13% in school year 2025-2026 to 70.13% in school year 2028-29.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #1: Integration Specialists
Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

Goal #1 Strategy #2: Family Engagement
Type of Strategy: Family Engagement Initiatives: Programs specifically designed to engage families and boost student achievement.

Achievement and Integration Goals & Strategies

Goal #2: By June 2029, increase the percentage of all high school students who enroll in a rigorous CITS (College In The Schools) course who are American Indian or Two or More Races with one being American Indian from 10% (2025-26 Baseline Data) to 15% 2028-29.

Goal type: Increasing racial and economic integration

Goal #2 Strategy #1: Secondary Ojibwe Language Teacher
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Goal #2 Strategy #2: Misaabekong Ojibwe Immersion Classroom Assistant
Type of Strategy: School Enrollment Choices: Programs providing opportunities for students to attend schools with diverse populations.

Achievement and Integration Goals & Strategies

Goal #3: To better mirror the racial composition of the Duluth community, the district aims to expand its staff of color from 5.5% (99 out of 1,782) to 8.0% (142 individuals) by June 2029.

Goal type: Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #3 Strategy #1: The BIPOC Collective
Type of Strategy: Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

Achievement and Integration Goals & Strategies

Goal #4: By June 30, 2029, Duluth Public Schools will launch a professional development program that provides advanced, sustained equity training for specialized staff alongside a minimum of two accessible, culturally responsive training options annually for all district teachers and support staff.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #4 Strategy #1: Culturally Responsive Professional Development
Type of Strategy: Professional Development: Training focused on closing academic disparities and improving outcomes for all students.
AND
Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

Achievement and Integration Goals & Strategies

Goal #5: By June 2029, secondary ALC students will increase their SIS attendance rate by 10% moving from 38.61% in the 2025-2026 school year to 48.61% in the 2027-2028 school year.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #5 Strategy #1: ALC Engagement and Attendance
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

RIS Achievement and Integration Goals & Strategies

Goal #1a: By June 2029, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on FASTbridge for Reading will increase from 25 % to 40% in 2028-2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #1: The Integrated Reading Intervention Model
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

RIS Achievement and Integration Goals & Strategies

Goal #1b: By June 2029, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on FASTbridge Mathematics will increase from 29% (Baseline Data) to 44% in 2028-2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #2: The Integrated Math Intervention Model
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

RIS Achievement and Integration Goals & Strategies

Goal #2: By June 2029, the SIS reported attendance rate of Protected Class students will increase from 88.5% to 95% in Spring 2029 at Myers-Wilkins Elementary School.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #2 Strategy #1: K-5 Culturally Responsive Tier 1 SEL Strategy
Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

Goal #2 Strategy #2: DCSC Integrated Out-of-School Time Strategy
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.
AND
Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

RIS Achievement and Integration Goals & Strategies

Goal #3: By June 2029, the proficiency of Protected Class students enrolled the full academic year for kindergarten tested within Myers-Wilkins Elementary School on FASTbridge for Reading will increase from 22% to 52% in Spring 2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #3 Strategy #1: Tier 1 Instructional Assistant Strategy
Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

RIS Achievement and Integration Goals & Strategies

Goal #4: By June 2029, the district will successfully coordinate and execute a culturally affirming college visit to Fond du Lac Tribal Community College for at least 85% of eligible 4th-grade American Indian students, with 90% of attendees reporting an increased understanding of college pathways and new peer connections as measured by a post-visit reflection survey.

Goal type: Increasing racial and economic integration

Goal #4 Strategy #1: Early Pathways and Community Cohesion
Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?

Achievement and Integration Plan

July 1, 2026 to June 30, 2029

District ISD# and Name: ISD 709 Duluth Public Schools

District Integration Status: Racially Identifiable Schools within District

Superintendent: John Magas
Phone: 218-336-8752
Email: superintendent@isd709.org

Plan submitted by: Marisa Garverick Herrera
Title: Director of Advancing Equity
Phone: 218-336-8700 ext. 1010
Email: marisa.garverickherrera@isd709.org

Racially Identifiable Schools within District

If you have been notified by the Minnesota Department of Education (MDE) that your district has a Racially Identifiable School (RIS), please list each of those schools below. Add additional lines as needed. You will complete one RIS plan, one per RIS, at the end of the form.

1. Myers-Wilkins Elementary School

Plans for racially identifiable schools should include the same information and follow the same format as districtwide plans. Provide that information in the Racially Identifiable School section of this document.

School Board Approval

☐ We certify that we have approved this Achievement and Integration plan (Minn. Stat. § 124D.861, subd. 4).

☐ We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by Minnesota Rules 3535.0160, subpart 2, and Minnesota Rules 3535.0170, subparts 2-5.

Superintendent: **John Magas**
Signature: Date Signed:

School Board Chair: **Kelly Durick Eder**
Signature: Date Signed:

Plan Input

Multidistrict Collaboration Council: Alessandro Broido, Amy Keller, Ann Feyen, Britta Desutter, Elizabeth Baczkiewicz, Ella Rose, Katie Greene, Lisa Nicholson, Mychala Marshall, Lucy Billings, Peter Lancrete, Diana Lawrey, Calvin Harris, Emily Pohl, Marlon Grant, Caitlin Smith, Kim Kohlhaas, and Nicholas Heck.

Development Process & Community Engagement:The Director of Advancing Equity (DAE) led the development of this plan, ensuring cross-district collaboration while aligning the strategy with her primary objective upon joining the district: evaluating historical implementation, identifying successes, and addressing areas for growth within our Achievement and Integration framework. Because the DAE oversees both the programming and many of the key personnel involved, she was uniquely positioned to anchor this plan in operational reality.

While working within an expedited timeline that limited broad-scale district forums, the DAE maximized the available window by executing a highly focused, deeply intentional engagement strategy. Rather than stretching collaboration thin, she concentrated efforts on deep-dive sessions with key community groups. Central to this process was a rigorous, six-month collaboration with a dedicated team from Myers-Wilkins Elementary School (a Racially Identifiable School). This team met regularly to analyze historical data and co-develop a comprehensive community survey. The survey yielded robust engagement, capturing insights from more than 50 parents and caregivers, 116 students, and 66 staff members. This data was meticulously reviewed and directly integrated into the final plan.

Furthermore, the DAE prioritized alignment with our American Indian education programming. She collaborated closely with American Indian staff members—including the Ojibwe language teacher featured in this plan—and shared the draft to the American Indian Parent Advisory Committee (AIPAC) for feedback. This direct outreach was supplemented by data from an American Indian Needs Assessment survey (completed by 67 parents and family members) and an internal American Indian Education self-assessment rubric completed by all district principals. Ongoing informal feedback was also gathered through the three distinct American Indian parent groups in collaboration by the DAE. Finally, the DAE conducted targeted reflection and prioritization matrix protocols with integration specialists to isolate the specific needs of the students they serve, particularly our students of color.

While we intend to expand and deepen this collaborative footprint in future cycles with more lead time, this year's fast-tracked process successfully achieved a rigorous, data-driven assessment of student needs. Over the next three years, our goal is to transition this plan into a model of shared ownership, transparency, and accessibility across the entire district community.

Achievement and Integration Goals & Strategies

Goal #1: By June 2029, increase the full day Attendance rates for students who are American Indian, Asian, Black or African American, Hispanic/Latino, Two or More Races, and Native Hawaiian or Other Pacific Islander enrolled in the Duluth Public Schools from 65.13% in school year 2025-2026 to 70.13% in school year 2028-29.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #1: Integration Specialists

Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- ☒ Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- ☐ Provides school enrollment choices.
- ☒ Increases cultural fluency, competency, and interaction.
- ☒ Increases graduation rates.
- ☐ Increases access to effective and diverse teachers.

Narrative description of this strategy.

The Integration Specialist position is the cornerstone of Duluth Public Schools' strategy to foster cultural and racial integration, increase graduation rates, prevent dropouts, boost academic proficiency, and deepen family engagement. To ensure systemic, districtwide impact, Duluth Public Schools will deploy 10 full-time Integration Specialists who reflect the diverse racial and cultural makeup of our students and our broader community. Rather than siloing these professionals in a few select buildings, the district utilizes an equity-based deployment model. While Integration Specialists are anchored at base schools—spanning elementary, middle, high school, District Treatment Centers, Residential School sites, and the Arrowhead Juvenile Center—their services are accessible to every school across the district. To maximize their impact, specialists' schedules are strategically weighted; schools with the largest populations of students of color receive the highest concentration of their time, programming, and presence. This flexible, data-driven approach ensures that all students have access to essential integration services, while our most robust resources are directed exactly where they are needed most.

Integration Specialists utilize Multi-Tiered System of Supports (MTSS) data—including MCA and Benchmark assessments, attendance rates, behavioral referrals, and staff recommendations—to identify and support students requiring additional support. Recognizing that out-of-school challenges and home life significantly impact a student's behavioral and academic focus, specialists provide support grounded heavily in trauma-informed practices. They build solid, trusting relationships that demonstrate genuine care, helping students navigate barriers and positioning education as a vital pathway to their future. For students receiving this support, specialists collaboratively set personalized goals and systematically document student progress, securely monitoring key academic and behavioral data points (Attendance, GPA, Standards Completion, and FAST Test Scores). By addressing the root causes of disengagement and building a deep sense of belonging, specialists actively reduce chronic absenteeism, leading to better attendance. Furthermore, this consistent mentorship keeps students on track for credit completion, serving as a primary driver for increased graduation rates and dropout prevention.

Duluth Public Schools recognizes that cultural activities and presentations are essential for all students, not just students of color. Integration Specialists provide dynamic academic and cultural enrichment that integrates seamlessly into everyday classrooms and aligns with each site's specific MTSS plan. They facilitate culturally relevant in-school learning opportunities—including one-on-one mentorship, small group workshops, and Learning Lunches—as well as out-of-school-time support through after-school clubs. Furthermore, specialists design and host large-scale cultural programming and events for students and families, both districtwide and at specific school sites. These community-building events highlight diverse cultural perspectives, enrich the educational experience of the entire student body, and provide welcoming spaces for cross-cultural and cross-district connection. By normalizing, sharing, and celebrating diverse identities, this programming directly increases cultural fluency, competency, and interaction among students of all backgrounds, breaking down social barriers and fostering an inclusive school climate.

Integration Specialists do not just work with students; they actively shape the culture of their buildings and build critical bridges with the community. They serve as vital liaisons between home and school, focusing on intentional relationship-building with families and caregivers. By maintaining the flexibility to meet the unique needs of their specific sites, they collaborate seamlessly with the Office of Education Equity to deliver Family Engagement programming, ensuring families are active participants in district cultural events. This includes creating collaborative spaces and learning opportunities where parents and families can come together to learn from district specialists and, just as importantly, from one another. Crucially, Integration Specialists act as capacity builders for the entire district by

facilitating professional learning for both staff and students. They design and deliver training on culturally responsive practices, trauma-informed engagement, and identity affirmation. This ongoing development explicitly increases the cultural fluency and competency of our educators—equipping them with the tools to better serve diverse student populations—while simultaneously expanding students' cultural awareness. To ensure that equity goals remain central to daily school operations, every Integration Specialist also serves on key site leadership teams, including the Attendance, Continuous Improvement, Grants, and MTSS teams. Ultimately, by fostering a highly culturally competent environment and wrapping vulnerable students in trauma-informed support, Integration Specialists create school climates where students feel seen, attend regularly, and successfully graduate.

Location of services: Denfeld High School, East High School, Lincoln Park Middle School, Ordean East Middle School, Congdon Park Elementary, Homecroft Elementary, Laura MacArthur Elementary, Lester Park Elementary, Lowell Elementary, Myers-Wilkins Elementary, Piedmont Elementary, Stowe Elementary, Area Learning Center (ALC), our district Residential schools: Arrowhead Academy, Chester Creek Academy, Merritt Creek Academy, Rockridge Academy and Arrowhead Juvenile Center

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
100% of students receiving sustained, targeted MTSS support from an Integration Specialist will have their goals and ongoing progress systematically documented and monitored quarterly.	100%	100%	100%
Increase the consistent attendance rate of students who receive direct, sustained interventions from an Integration Specialist for at least one grading period.	2% increase	2% increase	2% increase
Integration Specialists will collaboratively design and facilitate large-scale cultural events, Learning Lunches, or college/career readiness trips.	3 events/yr	4 events/yr	5 events/yr
Integration Specialists will facilitate community-building spaces or workshops where families can connect and learn from one another, in partnership with the Office of Education Equity.	1 events/yr	2 events/yr	3 events/yr

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #1 Strategy #2: Family Engagement

Type of Strategy: Family Engagement Initiatives: Programs specifically designed to engage families and boost student achievement.

Narrative description of this strategy.

Duluth Public Schools recognizes that robust family engagement is the foundation of student success. To actively strengthen our relationships with families and dismantle barriers to access, the district is launching a transformative building in the 2026-2027 school year. Located in the heart of downtown Duluth, this new facility is strategically positioned directly on city transit lines and deeply embedded within the neighborhoods where families live and already access services. Upon entering the building, families will be greeted by a new Welcome Center designed to serve as the district's centralized front door. This center will co-locate essential educational services under one roof—including the Office of Education Equity, Early Childhood Screening, Preschool classes, the Area Learning Center (ALC), and Area Educational Opportunities (AEO). By eliminating navigational barriers, the Welcome Center provides families with guided, comprehensive support from initial enrollment through their child’s entire educational journey, centralizing resources and actively engaging caregivers to empower them as true partners in their child's education, which directly drives increased student achievement.

A cornerstone of this facility is the inclusion of dedicated cultural and integration classrooms. The building features fully equipped learning environments specifically designated for Integration Specialists and American Indian Education staff to

run dynamic, culturally responsive programming, academic enrichment, and family workshops directly on-site, ensuring seamless access for students and their caregivers. Alongside these spaces, dedicated district staff will lead targeted family education and high-impact capacity-building sessions designed to empower parents as educational advocates. These workshops will equip families with actionable tools to support at-home reading and math proficiency, navigate special education and tutoring services, and promote consistent school attendance.

To ensure families feel a profound sense of belonging, the Welcome Center is intentionally structured as a culturally affirming environment that honors and represents the diverse identities of the community through curated displays of cultural artifacts, dynamic arts classes, and events that celebrate the rich heritage of the student body. Furthermore, the downtown location creates synergistic community partnerships by physically placing the district alongside critical local organizations, such as the American Indian Community Housing Organization (AICHO). This proximity allows for seamless collaboration, ensuring families have wrap-around support and a deeply connected, culturally responsive community network. Ultimately, the Welcome Center represents a systemic shift in how the district interacts with its community, moving from passive outreach to an accessible, culturally vibrant, and highly visible model of shared partnership and family empowerment.

Location of services: 424 W. 1st St., Duluth, MN 55802 (Building name to be announced)

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
District staff will design and host capacity-building sessions for parents/caregivers focusing on academic support (math/reading), special education navigation, and attendance advocacy.	2 trainings annually	2 trainings annually	2 trainings annually
The district will hold collaborative planning and programming meetings with downtown community partners (e.g., AICHO) to establish wrap-around support referral systems.	1 collaborative meeting	2 collaborative meetings	2 collaborative meetings + 1 joint community event hosted event
The district will display cultural artifacts and host cultural art classes to ensure the space is affirming and reflective of the community.	Create display and class implementation plan	Start implement plan display artifacts and host at least 1 class	Host at least 3 classes
Track the number of families who utilize the district's centralized staff to receive direct support with enrollment, early childhood screening, or program navigation.	Establish Baseline	5% increase in families utilizing services	15% increase in families utilizing services (post-opening)

Goal #2: By June 2029, increase the percentage of all high school students who enroll in a rigorous CITS (College In The Schools) course who are American Indian or Two or More Races with one being American Indian from 10% (2025-26 Baseline Data) to 15% 2028-29.

Goal type: Increasing racial and economic integration

Goal #2 Strategy #1: Secondary Ojibwe Language Teacher

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Narrative description of this strategy.

The Secondary Ojibwe Language Teacher provides high-quality, culturally rigorous instruction in Ojibwemowin for students in grades 6 through 12 to build a sustainable and successful academic pipeline. This position utilizes a strategic, phased rollout: in Year 1, establishing foundational programming by offering Ojibwemowin 1 and 2; and in Years 2 and 3, expanding the pathway to include Ojibwemowin 3 as a rigorous College in the Schools (CITS) dual-enrollment course, offered in direct partnership with Fond du Lac Tribal and Community College. This progressive coursework directly impacts student achievement and college readiness by guaranteeing students the opportunity to fulfill the standard two-credit World Language requirement for university admission while actively earning college credits. Crucially, this strategy intentionally increases the number of American Indian students enrolled in rigorous, advanced coursework and ensures they have access to an effective, culturally reflective educator. Through targeted student and family engagement, the teacher will build strong relationships to boost initial enrollment and provide the ongoing support necessary to retain students through the Level 3 CITS courses.

To ensure the long-term success of this pathway, the Ojibwe Language Teacher will serve as a collaborative educational leader across the district, with an initial strategic emphasis on elementary schools. To build early cultural recognition and spark student interest before they reach middle school, the teacher will partner directly with elementary educators. Through co-teaching, modeling lessons, and delivering targeted classroom presentations, the teacher will help staff seamlessly integrate American Indian state standards and foundational Ojibwemowin language into their everyday curriculum. This cross-district collaboration not only ensures broad compliance with state standards but actively builds a robust, enthusiastic pipeline of younger students ready to enroll in the secondary language courses.

Beyond classroom instruction, the teacher serves as a vital advocate for Indigenous education across the district. The teacher will collaborate closely with middle and high school counselors to promote these courses, streamline student registration, and actively dismantle implicit biases and stereotypes regarding the academic validity and viability of Indigenous languages. By educating staff and integrating this programming into the broader academic culture, the teacher ensures Ojibwemowin is respected as a premier World Language option. Furthermore, to ensure this cultural affirmation extends far beyond a single classroom, the teacher will work with district administration, principals, and facilities management to design and increase Ojibwemowin language translation signage across district buildings. This high-visibility initiative normalizes Indigenous language usage, honors the history of the region, and creates a deeply inclusive and welcoming physical environment for all students, families, and community members.

Location of services: Direct student support at East High School, Lincoln Park Middle School, Ordean East Middle School, Congdon Park Elementary, Homecroft Elementary, Laura MacArthur Elementary, Lester Park Elementary, Lowell Elementary, Myers-Wilkins Elementary, Piedmont Elementary, Stowe Elementary, and Ojibwe Language translation signage districtwide.

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	**Target 2027**	**Target 2028**	**Target 2029**

Meetings with middle and high school Counselors on the importance of Ojibwe language classes and assurances of course offerings will be documented.	Semester Meetings	Semester Meetings	Semester Meetings
Documentation of secured agreements with area colleges and/or universities to offer an Ojibwe Language CITS course as a 3rd year of Ojibwe language learning. Agreements will be filed with the Office of Education Equity and Curriculum & Instruction Department.	Agreements Filed	Agreements Filed	Agreements Filed
By the 2029 school year, enrollment in CITS Ojibwemowin 3 will increase significantly.	5 or more students enrolled in CITS	8 or more students enrolled in CITS	10 or more students enrolled in CITS
Facilitate presentations on Ojibwe culture and language with elementary school classrooms to increase participation in later years to Ojibwemowin when they get to MS and HS	10 classrooms per month	15 classrooms per month	18 classrooms per month

Goal #2 Strategy #2: Misaabekong Ojibwe Immersion Classroom Assistant

Type of Strategy: School Enrollment Choices: Programs providing opportunities for students to attend schools with diverse populations.

Narrative description of this strategy.

The Immersion Classroom Assistant position is vital to the success of any World Language Immersion Program, directly assisting teachers and staff in the daily implementation of the Ojibwe Language Immersion classroom. Situated at Lowell Elementary School in central Duluth, the Ojibwe Immersion Program serves as a premier school enrollment choice designed specifically to provide students with the opportunity to attend a school with a diverse, culturally rich population. At its core, this program recognizes that culture and language are not secondary to academics; they are foundational to a student's identity, self-esteem, and long-term academic success. By centering Native language revitalization, this initiative creates deeply needed, culturally affirming educational opportunities specifically designed to honor and support our American Indian students and families, who have historically been underserved by traditional educational structures.

Because Lowell Elementary is located on the east side of Duluth, the district is deeply committed to ensuring this specialized environment is completely open, visible, and accessible to every American Indian student across the entire district who wants to prioritize language and culture in their education. This foundational elementary experience is designed to intentionally build a long-term academic pipeline for American Indian students, ensuring they have the trajectory to continue advanced Ojibwe language and culture courses into middle school and high school.

By establishing this pathway early, the district aims to drive greater enrollment in rigorous Concurrent Enrollment/College in the Schools (CITS) courses during their secondary years. Ultimately, this comprehensive linguistic pipeline fulfills the larger goal of advancing Career and College Readiness by providing underserved students with

immediate access to rigorous, high-level coursework and advanced programmatic opportunities that prepare them for long-term post-secondary success.

Location of services: Lowell Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
Attendance rates of Misaabekong Ojibwe Immersion students will increase.	2% increase per year	5% increase per year	10% increase per year
The percentage of American Indian students attending Misaabekong Ojibwe Immersion program will increase.	2% increase per year	2% increase per year	2% increase per year

Goal #3: To better mirror the racial composition of the Duluth community, the district aims to expand its staff of color from 5.5% (99 out of 1,782) to 8.0% (142 individuals) by June 2029.

Goal type: Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #3 Strategy #1: The BIPOC Collective

Type of Strategy: Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

Narrative description of this strategy.

Duluth Public Schools is actively working to increase the racial diversity of our district staff, ensuring our educational workforce more closely reflects the rich diversity of the Duluth community. However, we recognize that sustainable recruitment is impossible without intentional retention. Currently, we are not fully meeting the unique professional and emotional needs of our staff of color. To truly grow our diverse workforce, we must first focus on radically improving the support, culture, and climate for the educators already in our buildings.

To drive this systemic shift, we are launching the BIPOC Collective—a dynamic, cross-institutional affinity space designed to unite BIPOC educators in a welcoming, safe, and culturally affirming environment. Recognizing that educators of color can often feel isolated or siloed within individual school buildings, this collective expands beyond our district boundaries. It invites participation from Duluth Public Schools staff alongside educators from neighboring public, private, and charter schools, as well as local higher education institutions. By bringing these professionals together, the BIPOC Collective creates a powerful regional network dedicated to connection, mutual support, and celebration.

The BIPOC Collective provides an affirming space where educators of color can connect authentically, celebrate their identities, and uplift one another. More than a support network, the Collective acts as a catalyst for institutional equity.

By empowering educators to openly articulate their lived experiences and professional needs, the Collective equips district leadership with the actionable insights required to support staff members of color effectively. We will utilize this deep, community-generated understanding to work to dismantle existing barriers, implement culturally responsive support systems, and cultivate an inclusive district climate.

Location of services: Districtwide

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
The district will host and fund dedicated affinity space events to foster connection, support, and celebration among educators of color.	4 events/yr	6 events/yr	6+ events/yr
Expand the collective's reach by actively recruiting and tracking attendance of BIPOC educators from neighboring public, private, charter, and higher education institutions.	Establish baseline attendance	2% increase in regional/ outside participation	2% increase in regional/ outside participation
The collective will facilitate formal listening sessions or climate surveys to document the lived experiences and specific professional needs of BIPOC staff.	1 annual needs assessment	1 annual needs assessment	1 annual needs assessment
District administration will review feedback generated by the Collective and actively implement targeted initiatives or policy adjustments to improve workplace culture.	Identify 1 priority area for district improvement	Implement 1 targeted initiative based on feedback	Implement 2 targeted initiatives based on feedback
Increase the year-over-year retention rate of current educators and staff of color within Duluth Public Schools.	Establish baseline	2% increase in current BIPOC employees	2% increase in current BIPOC employees

Goal #4: By June 30, 2029, Duluth Public Schools will launch a professional development program that provides advanced, sustained equity training for specialized staff alongside a minimum of two accessible, culturally responsive training options annually for all district teachers and support staff.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #4 Strategy #1: Culturally Responsive Professional Development

Type of Strategy: Professional Development: Training focused on closing academic disparities and improving outcomes for all students.
AND

Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

Narrative description of this strategy.

Duluth Public Schools recognizes that creating a genuinely equitable learning environment requires an intentional, holistic investment in adult professional growth. To strengthen and align our educational equity programming, the district is launching a comprehensive strategy for diversifying and elevating professional development (PD). This multi-layered approach focuses on providing advanced, specialized training for the staff members who directly support and advocate for our students of color daily, while simultaneously elevating the cultural competency of the entire district workforce.

A foundational element of this strategy is a direct investment in our Integration Specialists and American Indian Home-School Liaisons, who represent some of the most racially and culturally diverse teams in the district. Because these professionals serve as a critical bridge between home, school, and community, they will receive deeply specialized professional development. This targeted training will focus on aligning intervention methodologies, analyzing disaggregated student data, and mastering evidence-based equity practices. Crucially, this investment incorporates a train-the-trainer model. These empowered teams will scale their expertise by facilitating professional learning for teachers, administrators, and support staff. Ultimately, this approach not only strengthens the immediate infrastructure serving our students of color but also cultivates and retains a diverse, sustainable leadership pipeline.

To ensure that equity is not isolated to specific roles but embedded across all classrooms, the district will also provide structured opportunities for all teachers, administrators, and support staff to engage in robust, culturally responsive PD. This universal training will equip educators with actionable strategies to validate students' cultural and racial identities, implement inclusive curricular materials, and utilize restorative practices. Through this unified training approach, Duluth Public Schools will build a highly culturally competent educational network where every educator possesses the tools to drive academic proficiency and foster a deep sense of belonging for our underserved students.

Location of services: Districtwide

Key Indicators of Progress

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	**Target 2027**	**Target 2028**	**Target 2029**
Establish and deliver specialized, ongoing training for high-support roles.	Complete framework design and secure facilitators	Launch the training for specialized groups	Specialized groups begin to train other district staff members
Embed foundational, accessible culturally responsive learning opportunities into the annual training calendar for all teachers and support staff.	Audit current calendar and add 2 foundational sessions	Integrate a minimum of 3 distinct sessions	Establish a continuous, multi-tiered menu of ongoing sessions

		into the yearly training calendar	accessible year-round
Track staff capacity and confidence in applying culturally responsive strategies in their daily work via post-training evaluations.	Establish baseline survey metrics from initial sessions	Achieve 70% of staff will report that they have used equity based strategies they have learned in training	Achieve 80% of staff will report that they have used equity based strategies they have learned in training

Goal #5: By June 2029, secondary ALC students will increase their SIS attendance rate by 10% moving from 38.61% in the 2025-2026 school year to 48.61% in the 2027-2028 school year.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #5 Strategy #1: ALC Engagement and Attendance

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Narrative description of this strategy.

The Area Learning Center (ALC) attendance initiative serves as a critical equity intervention, particularly because Black and American Indian students make up more than half of the ALC student body. Historically, these student groups have faced systemic disparities in attendance and graduation rates within Duluth Public Schools; this strategy directly addresses those gaps by fundamentally redesigning their educational environment. We recognize that student presence is deeply tied to how inspiring and relevant their learning environment is. To drive engagement, the ALC is relocating to a newly designed facility built to provide a highly equitable, culturally affirming, and resource-rich space. By upgrading the physical infrastructure, we are actively investing in the dignity and engagement of our students. This new space will feature a dedicated science room complete with full lab stations to foster hands-on STEM access and scientific exploration, alongside a comprehensive art studio equipped with a kiln to offer dynamic creative opportunities.

Regular attendance is the absolute foundation of academic achievement, credit completion, and relationship-building. However, sustained attendance requires an environment where students feel a sense of belonging and future purpose. Beyond physical facility upgrades, the new ALC will proactively prepare students for post-secondary success by exploring career pathways based on individual student interests. By connecting daily coursework to tangible, personalized career goals, the ALC creates a profound sense of relevance in education. This dual approach of upgrading resources and personalizing the student experience serves as the primary motivator for consistent daily attendance, helping students stay on track for credit completion and successfully driving increased graduation rates.

Location of services: Districtwide

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
Increase the overall consistent attendance rate for students enrolled at the ALC, with targeted progress monitoring for Black and American Indian student populations.	2% increase over baseline	4% increase over baseline	6% increase over baseline
Track the percentage of ALC students actively participating in and completing coursework utilizing the new specialized facilities (science lab and art kiln studio).	Establish baseline enrollment	5% increase in course completion	10% increase in course completion

Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan will create efficiencies and eliminate duplicative programs and services (Minn. Stat. § 124D.861, subd. 2 (c)).

The Duluth Public Schools ISD #709 district includes one Racially Identifiable School (RIS) site: Myers-Wilkins Elementary. To address this, the Office of Education Equity designs and implements innovative, high-quality programming specifically structured to foster balanced enrollment and significantly increase academic achievement rates for Protected Class students. To ensure these initiatives are impactful and highly efficient, the district actively gathers direct input through staff, student, and family surveys, alongside small-group listening sessions. This collaborative community feedback is utilized to refine programming, eliminate duplicative services, and maximize the direct impact of resources on student success.

Racially Identifiable School(s) (RIS)

Achievement and Integration Plan

July 1, 2026-June 30, 2029

District ISD# and Name: ISD 709 Duluth Public Schools
RIS Name: Myers-Wilkins Elementary School

Program Contact: Marisa Garverick Herrera
Title: Director of Advancing Equity
Phone: 218-336-8700 ext. 1010
Email: marisa.garverickherrera@isd709.org

RIS Plan Input

Community Collaboration Council for Racially Identifiable School(s): See response on page 2.

RIS Achievement and Integration Goals

RIS Goal #1a: By June 2029, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on FASTbridge for Reading will increase from 25 % to 40% in 2028-2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #1: The Integrated Reading Intervention Model

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Narrative description of this strategy.

The implementation of dedicated Reading Interventionists at Myers-Wilkins Elementary serves as a targeted academic strategy to accelerate learning, enhance Tier 1 instruction, and provide culturally responsive support for Protected Class students.

Reading Interventionists are skilled teachers, highly trained in Literacy instruction, that work within Myers-Wilkins elementary school with high concentrations of protected students to provide focused literacy interventions to students in grades Kindergarten to 5th grade who are identified within the “High Risk” or “Some Risk” ranges of the MTSS (Tier 2), as measured by FASTbridge benchmark assessments. Focusing on moving students from category to category (High-Risk to Some-Risk and/or Some-Risk to Low-Risk) ensures that students are making accelerated growth toward grade-level benchmarks. Because Myers-Wilkins has a school-wide Tier 1 instruction goal, reading interventionists will help teachers utilize progress-monitoring data to drive small group instruction. Data-based decision making is utilized to collaborate with classroom teachers and support staff to ensure students are receiving necessary interventions to improve academic proficiency in areas of literacy. Reading Interventionists will also utilize culturally responsive strategies and curricular materials to ensure validation of the cultural identity and racial identity of the students served. There will be two full-time Reading Interventionists at Myers-Wilkins.

Location of services: Myers-Wilkins Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
Using Spring to Spring data, 20% of 1st-5th grade American Indian students will increase Reading FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%
Using Spring to Spring data, 20% of 1st-5th grade African American students will increase Reading FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%

Using Spring to Spring data, 20% of 1st-5th grade 2 or more race students will increase Reading FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%

RIS Goal #1b: By June 2029, the proficiency of Protected Class students enrolled the full academic year for all grades tested within Myers-Wilkins Elementary School on FASTbridge Mathematics will increase from 29% (Baseline Data) to 44% in 2028-2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #1 Strategy #2: The Integrated Math Intervention Model

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Narrative description of this strategy.

The implementation of dedicated Math Interventionists at Myers-Wilkins Elementary serves as a targeted academic strategy to accelerate proficiency, enhance Tier 1 instruction, and provide culturally responsive support for Protected Class students.

Operating in tandem with the literacy strategy, the Math Interventionist is a skilled teacher, highly trained in Mathematics instruction that will work at Myers-Wilkins to provide focused math interventions to students in grades Kindergarten to 5th grade who are identified within the “High Risk” or “Some Risk” ranges of the MTSS (Tier 2), as measured by FASTbridge benchmark assessments. Focusing on moving students from category to category (High-Risk to Some-Risk and/or Some-Risk to Low-Risk) ensures that students are making accelerated growth toward grade-level benchmarks. The Math Interventionist will utilize culturally responsive strategies and curricular materials to ensure validation of the cultural identity and racial identity of the students served. Data-based decision making is utilized to collaborate with classroom teachers and support staff to ensure students are receiving necessary interventions to improve academic proficiency in areas of mathematics.

Location of services: Myers-Wilkins Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	**Target 2027**	**Target 2028**	**Target 2029**
Using Spring to Spring data, 20% of 1st-5th grade American Indian students will increase Math FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%
Using Spring to Spring data, 20% of 1st-5th grade African American students will increase Math FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%

Using Spring to Spring data, 20% of 1st-5th grade 2 or more race students will increase Math FASTBridge levels from high risk to some risk and/or some risk to low risk by Spring of 2029	10%	15%	20%

RIS Goal #2: By June 2029, the SIS reported attendance rate of Protected Class students will increase from 88.5% to 95% in Spring 2029 at Myers-Wilkins Elementary School.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #2 Strategy #1: K-5 Culturally Responsive Tier 1 SEL Strategy

Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- ☒ Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- ☐ Provides school enrollment choices.
- ☒ Increases cultural fluency, competency, and interaction.
- ☐ Increases graduation rates.
- ☐ Increases access to effective and diverse teachers.

Narrative description of this strategy.

The full-time Social Emotional Learning (SEL) Specialist at Myers-Wilkins Elementary—a position held by a Licensed School Counselor or School Social Worker—provides tiered intervention support aligned with the Minnesota Multi-Tiered System of Supports (MN MTSS) framework for students in grades K-5. In this role, the SEL Specialist provides school-level guidance for Tier 1 SEL practices, programming, and direct student instruction. To ensure the validation of the cultural and racial identities of the student body, the specialist utilizes culturally responsive strategies and curricular materials. Additionally, the SEL Specialist acts as the Tier 1 lead on the school's MTSS Social Emotional Behavioral Team. Extensive research involving more than one million students worldwide across PreK-12 demonstrates that SEL consistently drives positive academic achievement. Students participating in school-based SEL exhibit higher levels of overall school functioning, as evidenced by improved grades, test scores, attendance, and homework completion. By building essential social and emotional skills, SEL increases active student engagement and directly leads to enhanced academic performance.

To achieve these outcomes across grades K-5, the SEL Specialist designs and coordinates a comprehensive array of daily interventions and systemic strategies. Direct student support includes facilitating short-term Tier 1 small-group therapeutic counseling, executing Tier 1 push-in SEL lessons across all classrooms and grade levels, providing restorative conflict resolution, and conducting individual or small-group check-ins for supplemental support throughout the day. In terms of crisis and mental health coordination, the specialist serves as the building lead for immediate crisis support and assessment while seamlessly managing and coordinating co-located mental health referrals within the elementary site.

Furthermore, the specialist builds capacity within the school's staff and environment by delivering targeted SEL education and coaching for educators, and assisting them in developing dedicated classroom SEL spaces alongside structured movement-break menus for the daily schedule. Systemically, this position drives building-wide climate initiatives by acting as the site champion for the implementation of Tier 1 SEL curriculum, such as Second Step, and Positive Behavioral Interventions and Supports (PBIS). Ultimately, the K-5 SEL Specialist serves as a critical strategy to decrease behavioral referrals and suspensions, maximize students' capacity to focus on academic instruction within the classroom, and increase consistent attendance rates across the entire school community.

Location of services: Myers-Wilkins Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
The SEL Specialist will provide consistent, explicit SEL instruction that supports student emotional growth throughout the school year.	100%	100%	100%
The SEL Specialist will provide school wide access to materials for professional growth in the area of SEL (specifically tier 1 curriculum and practices like Second Step and PBIS) 10 times per year by Spring of 2029.	5x per year	8x per year	10x per year
The SEL Specialist will administer the school wide climate survey and then share and analyze data to inform future SEL programming in the school.	1x yearly	1x yearly	1x yearly
Using Spring to Spring data, implementation fidelity of Tier 1 SEL curriculum (i.e. Second Step) will increase by 75% by Spring of 2029.	25%	50%	75%

Goal #2 Strategy #2: DCSC Integrated Out-of-School Time Strategy

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.
AND
Diverse Educator Recruitment/Retention: Strategies aimed at hiring and retaining teachers and administrators with diverse racial and ethnic backgrounds to better reflect student demographics.

Narrative description of this strategy.

Duluth Community School Collaborative (DCSC) coordinates and delivers free academic and enriching out of school time (OST) programming to Myers Wilkins students. The program runs from 2:10p-4:30p, has no cost, and provides transportation, which are critical elements of accessibility to programmatic opportunities for all families, especially Protected Class students. In summer 2025 and the 2025-26 school year, 205 Myers Wilkins students were enrolled in DCSC programming. Of 205 OST-enrolled students, 116 (56.6% of our programming) receive free lunch, which is representative of our school’s demographics (56.4% of Myers Wilkins students receive free lunch). One hundred and one OST-enrolled students (49.3% of our programming) are students of color (American Indian, Pacific Islander, African

American/Black, Hispanic/Latino, two or more races), which is consistent with our school's demographics (54.4% non-white students).

Targeted Intervention

Currently (SY2025-26), DCSC OST programming consists of enrichment opportunities informed by student interests and family needs. Some examples include "Hiking & Harmony" club which uses local foottrails and public transportation to bring 4th & 5th graders to visit hillside community resources including UMD's campus, the Co-op, and city hall, where students met the mayor & spoke to city councilors, "Hillside Creators" club in which a UMD American Indian Studies professor leads students in crafts and activities designed to explore and celebrate what it means to be Native in the Duluth hillside, music club, soccer skills club, cooking club, and more.

Starting in fall of SY2026-27, DCSC OST programming will begin delivering targeted academic interventions on Mon. & Wed. (in addition to the enriching clubs described above, which will be offered Tues. & Thurs.). DCSC staff will make a targeted effort to enroll students in academic out of school programming that are 1) "high-risk" or "some risk" in both math & reading FASTbridge scores in the fall 2) need additional support with academic & social-emotional skills, and 3) have an SIS attendance rate of 88% or lower. At the start of programming, classroom teachers will assess how enrolled students currently demonstrate academic & social emotional skills in the classroom.

Academic Intervention days will include tutoring on grade-level classwork, intervention delivered by a Math Corps member, and project-based learning about topics chosen by students. DCSC OST staff will be trained to teach CASEL Social-Emotional Learning competencies, so that they can model, support, and positively reinforce students' growth with Active Participation and Self-Management skills while they work on grade-level classwork & project-based learning. Specific skills OST staff will model, support, and positively reinforce include: positive self-talk, help-seeking, task-return after frustration, asking clarifying questions, and contributing to group discussions.

At the end of each semester, teachers will record observational data of students' growth in targeted skill areas, students will self-assess "I Can" statements, and attendance rates will be reported. The intention is for skills learned in the OST setting to complement content taught during the day, in order to increase academic outcomes for Protected Class students, and for the student's resulting sense of self-efficacy in their academics & sense of belonging felt in the OST program to increase SIS-reported attendance.

Cultural Competency

While working on academic & SEL skills in OST programming, students are also experiencing cultural interactions in which they are learning cultural competency: the out of school setting is the only learning space outside of specialists in which Nueva-Vision Spanish Immersion (NVSI) and non-NVSI Myers Wilkins students are integrated. This out of school time routine includes daily reflection time, in which students learn about lived experiences that are different from their own, via listening to their peers' responses to reflection questions. We know this time with their peers is meaningful to students, as "time to be together" was the most frequent response to "favorite part of OST programming" in an MDE student listening session we hosted at Myers this May (2026).

Effective & Diverse Teachers

A third element of our innovative and integrated learning environment is access to effective & diverse teachers. Of ten DCSC OST staff teaching free DCSC summer programming at Myers-Wilkins this summer (2026), four teachers (40%) are people of color. We know the DCSC's ability to hire and support people of color leads to more Myers-Wilkins students having a caring adult at school that they trust (which is a Protective Factor against childhood adverse experiences)

because the student response to “there were adults at this program who cared about me” on last year’s DCSC OST student survey were 97% positive.

Location of services: Myers-Wilkins Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	**Target 2027**	**Target 2028**	**Target 2029**
The SIS-reported attendance rate for American Indian students enrolled in DCSC OST programming will increase 2% each school year, from October 1st to June 1st.	2% increase from fall 2026 baseline	2% increase from fall 2027 baseline	2% increase from fall 2028 baseline
The SIS-reported attendance rate for Black or African American students enrolled in DCSC OST programming will increase 2% each school year, from October 1st to June 1st.	2% increase from fall 2026 baseline	2% increase from fall 2027 baseline	2% increase from fall 2028 baseline
The SIS-reported attendance rate for students of 2 or more races enrolled in DCSC OST programming will increase 2% each school year, from October 1st to June 1st.	2% increase from fall 2026 baseline	2% increase from fall 2027 baseline	2% increase from fall 2028 baseline
By June 2029, DCSC OST-enrolled student survey responses to “there are adults at this program who cared about me” will express a sense of belonging with school staff at a positive response rate of 99% or higher.	95% positive response rate	97% positive response rate	99% positive response rate
By June 2029, DCSC OST-enrolled student survey responses to “attending this program helped me like school more” will increase by .25 points per year, from 4.13 on a 5 point scale in June 2026, to 4.88 in June 2029.	4.38	4.63	4.88
By June 2029, the average rating of program quality by DCSC-enrolled families will increase .02 points per year, from 4.88 on a 5 point scale in June 2026, to 4.94 in June 2029.	4.9	4.92	4.94

RIS Goal #3: By June 2029, the proficiency of Protected Class students enrolled the full academic year for kindergarten tested within Myers-Wilkins Elementary School on FASTbridge for Reading will increase from 22% to 52% in Spring 2029.

Goal type: Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners.

Goal #3 Strategy #1: Tier 1 Instructional Assistant Strategy

Type of Strategy: Career and College Readiness: Rigorous coursework and programmatic opportunities for underserved students, including those in alternative learning centers.

Narrative description of this strategy.

To optimize foundational student success and strengthen universal academic outcomes, two full-time Instructional Assistants will be deployed at Myers-Wilkins Elementary to support the school's three kindergarten classrooms. These professionals are essential to the successful delivery of Tier 1 instruction within the general education environment. A primary function of the Instructional Assistants is supporting classroom management and behavior regulation during whole-group instruction. By building strong, supportive relationships with students and collaborating directly with classroom teachers, they help maintain a positive, focused learning environment. This proactive support includes providing side-by-side academic encouragement to sustain student engagement, as well as executing structured decompression breaks when behavioral challenges begin to disrupt the learning of others.

In addition to behavior regulation, Instructional Assistants directly accelerate student growth by managing critical data collection and assessment workflows. They assist teachers with weekly University of Florida Literacy Initiative (UFLI) curriculum progress monitoring, biweekly FASTbridge benchmark assessments, and untimed academic evaluations. This continuous stream of data allows educators to efficiently monitor student progress and precisely diagnose specific learning gaps. Once data is analyzed, targeted instructional groups are established during designated learning lab periods. During these labs, the Instructional Assistants deliver individualized and small-group skill reinforcement in both mathematics and reading, fostering the academic confidence, independence, and proficiency necessary for long-term school success.

Location of services: Myers-Wilkins Elementary School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2027	Target 2028	Target 2029
In the Fall and Spring, all Kindergarten students will be assessed utilizing the UFLI Screening Assessment. 70% of the Kindergarten students will show growth on this assessment by the Spring of their Kindergarten year.	50%	60%	70%
In the Fall and Spring, Kindergarten teachers will administer the UFLI Screening Assessment to 100% of the Kindergarten students.	85%	95%	100%
Kindergarten teachers and instructional paras will administer weekly UFLI progress monitoring assessments to 100% of their students.	75%	90%	100%

RIS Goal #4: By June 2029, the district will successfully coordinate and execute a culturally affirming college visit to Fond du Lac Tribal Community College for at least 85% of eligible 4th-grade American Indian students, with 90% of attendees reporting an increased understanding of college pathways and new peer connections as measured by a post-visit reflection survey.

Goal type: Increasing racial and economic integration

Goal #4 Strategy #1: Early Pathways and Community Cohesion

Type of Strategy: Innovative and Integrated Learning Environments: Pre-K through Grade 12 strategies that increase interaction between students from different backgrounds.

- ☒ Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- ☐ Provides school enrollment choices.
- ☒ Increases cultural fluency, competency, and interaction.
- ☐ Increases graduation rates.
- ☐ Increases access to effective and diverse teachers.

Narrative description of this strategy.

strategy designed and implemented to increase racial and economic integration at each racially identifiable school

While our school district currently offers college and career readiness programming at the secondary level, early intervention remains critical for the long-term academic success of our American Indian students. Currently, there is a significant lack of college exploration opportunities tailored to this demographic at the elementary level. Furthermore, our district spans a large geographic area, which has created an ongoing social and cultural divide between the East and West sides of the community. Our American Indian students often attend schools where they lack the opportunity to build early, district-wide peer networks. Without early, culturally affirming exposure to higher education and strong peer-to-peer relationships, these young students can easily feel disconnected from both their educational journey and their broader community.

To address this gap, our Early Pathways and Community Cohesion Initiative will fund a comprehensive, district-wide college visit to Fond du Lac Tribal Community College (FDLTCC) for all 4th-grade American Indian students. By hosting this event at a Tribal college, students will experience a higher-education environment that explicitly celebrates and reflects their cultural heritage, reinforcing that college is not only an accessible pathway but a deeply welcoming one. Importantly, this initiative builds upon and strengthens the district's existing partnership with FDLTCC. By expanding our collaboration to include elementary-level programming, we are actively creating a cohesive, long-term educational pipeline for our students alongside a trusted community partner.

The execution of this initiative is designed to maximize both academic inspiration and social integration, with Myers Wilkins Elementary School taking the lead on district-wide coordination. Prior to the visit, the coordination team at Myers Wilkins will guide building-level staff across all elementary schools to facilitate activities where students learn about the unique role of Tribal colleges and prepare questions for their trip. Upon arriving at FDLTCC, students from East and West schools will be intentionally mixed into small, chaperone-led groups to actively dismantle the geographic divide and encourage new peer connections. FDLTCC staff and current college students will guide these 4th graders through campus, highlighting culturally significant spaces—and host age-appropriate, hands-on workshops that blend cultural knowledge with academic exploration.

Ultimately, this project will establish a vital early-intervention touchpoint for our youth. Following the visit, students will engage in collaborative reflection activities to solidify their learning, building a foundation for them to reconnect at future district-wide events. By funding this initiative, we expect to generate increased student excitement about future educational opportunities, foster a deeper sense of cultural pride, solidify our foundational K-12 partnership with FDLTCC, and establish cross-district peer relationships that will support our students emotionally and socially as they progress into middle school and beyond.

Location of services: Districtwide

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	**Target 2027**	**Target 2028**	**Target 2029**
Student Participation	65% Attendance	75% Attendance	85%+ Attendance
Community Integration	100% of tour groups are purposefully integrated.	100% of tour groups are purposefully integrated.	100% of tour groups are purposefully integrated.
Early College & Cultural Awareness	80% of attendees can identify at least one culturally affirming space or academic program at FDLTCC on their post-visit reflection.	85% of attendees report feeling that a college campus is a welcoming place for Native students.	95% of attendees report feeling that a college campus is a welcoming place for Native students.
Partnership & Curriculum	100% of participating schools complete a standardized, basic pre-visit prep lesson and post-visit reflection activity.	Co-Developed Curriculum: District staff and FDLTCC partners collaborate to expand the prep/reflection activities into a cohesive mini-unit.	100% of elementary schools teach the newly expanded, culturally responsive K-12 college readiness curriculum prior to the visit.

Creating Efficiencies and Eliminating Duplicative Programs

Briefly explain how this plan for racially identifiable schools will create efficiencies and eliminate duplicative programs and services within your district (Minn. Stat. § 124D.861, subd. 2 (c)).

See response on page 11.

DEPARTMENT OF EDUCATION

Achievement and Integration FY 2027 Budget Workbook

Use these instructions to create your district's annual Achievement and Integration (A&I) A&I budget. Please refer to the Achievement Integration Budget Guide on the A&I webpage for more information on A&I revenue and for the list of budget review criteria.

Do not delete pages from this workbook. That will disable the formulas on the Expenditure Summary page which calculates the percentage of expenditures (direct student service, prof development, admin) and also sums total expenditures by FIN code. You need to track of both as you create your budget.

▪ Program and fiscal staff should work together to create this budget, drawing on your respective knowledge of the strategies in your district's A&I plan, costs that aren't detailed in the plan but are necessary to implement those strategies, and school finance practices.

▪ **Proposed expenditures can be approved only for strategies included in a district's current MDE-approved A&I plan.**

▪ Expenditures to fund strategies included in a racially identifiable school (RIS) plan must be listed in the RIS tabs of this excel workbook.

▪ **Use the separate tabs for direct student services, PD, and Admin costs as explained in the A&I Budget Guide. The requirement for districts to use a certain percentage of revenue for each expenditure type is in A&I legislation and explained in the tabs of this budget workbook.**

▪ **Add lines to a worksheet by inserting rows before a revenue total line.** The revenue total lines are linked to a formula in the Expenditure Summary page. If you insert rows after them, your Expenditure Summary totals will be inaccurate.

▪ Add a **budget narrative** for each line item to document how proposed expenditures will fund activities in your district's MDE-approved A&I plan. Do not copy your plan description into the budget. Instead, describe what each expenditure will purchase. Then identify by name and number the activity in your plan that an expenditure will help fund. This info will provide expenditure detail not included in your A&I plan.

▪ List proposed FIN 313 (initial revenue) and FIN 318 (incentive revenue) expenditures on the separate tabs marked in the budget workbook. These are two different types of A&I aid and must be tracked separately.

▪ Find your district's aid entitlement estimate for A&I revenue in the Minnesota Funding Reports (MFR) section of MDE's Data Analytics webpage. Steps for finding that report are listed on the MDE A&I webpage.

▪ **Admin costs include salary and benefits for support staff and administrators that do not provide direct instruction to students in A&I activities. Admin costs also include things such as postage, rent, dues, memberships, printing charges.**
▪ Payments to other districts or to vendors should be listed as line items in the corresponding Direct Student Services, PD, or Admin tabs. Use OBJ code 390 for payments to other districts.
▪ **The budget narratives for proposed salary expenditures should include the following: percentage FTE and the name and number of the strategy in your district's A&I plan that the FTE is supposed to help implement.**
▪ Fringe benefits for positions that are part of the same plan strategy may be bundled by OBJ code. For example, if three staff are providing instruction for an A&I summer program, benefits for their hours working on that program may be listed in the same line item.
▪ Resubmit this workbook listing proposed and actual FY 2027 expenditures by December 1, 2027.
▪ Expenditure changes that increase total FIN code amounts and changes to the types of expenditures approved in the initial budget must be sent to MDE for review and approval by April 1, 2027.
▪ **Budgets are due to MDE by March 15, 2026. Board approval is optional. This means your board does not need to approve this budget before you submit it on March 15.**
How to Submit Your Budget
1) Submit your district's proposed FY27 budget by March 15, 2026 to mde.integration@state.mn.us.
2) Submit your district's budget as an excel file. No PDF's please.
3) Please save your budget using the file name FY26 [District Name] A&I budget.
Questions about submitting your budget? Contact one of MDE's A&I staff or email mde.integration@state.mn.us.

DEPARTMENT OF EDUCATION

Achievement and Integration Revenue
FY 2025 Budget Worksheet

Use this workbook to list proposed expenditures of FY 2027 Achievement Integration (A&I) revenue. All expenditures must support strategies in your district's MDE-approved A&I plan. Each worksheet has a column where you will explain how each line item is intended to fund a strategy. Please use the instructions in the prior tab of this workbook. For details on budget requirements, see the A&I Budget Guide on the A&I webpage.

District Name: Duluth Public Schools
District ISD Number: 709
Superintendent: John Magas
Partnering Districts:

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

Program Staff:	Marisa Garverick Herrera	**Fiscal Staff:**	**Simone Zunich**
Phone:	2183368711 EXT 1010	**Phone:**	218-336-8700
E-mail:	marisa.garverickherrera@isd709.org	**Email:**	Simone.Zunich@isd709.org

If you have been notified by MDE that your district has one or more *Racially Identifiable School*s, please list those schools here:

Find the amount of Achievement and Integration (A&I) revenue your district may be eligible to receive in FY 2027 and enter it below. See lines 12 and 13 in your district's Integration Revenue Reports listed online in the Minnesota Funding Reports. These are estimates based on enrollment projections and A&I funding formulas. These estimates will be adjusted to reflect actual FY27 enrollment. Directions for finding Integration Revenue reports online are posted to the A&I website.

Total Initial Revenue (FIN 313)	$1,676,468.04
Total Incentive Revenue (FIN 318)	$88,660.00
TOTAL A&I REVENUE	$1,765,128.04

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2027 Achievement & Integration budget as approved by the school board.

Board Approval Date Pending in August

School Board Chair _____ **Date** _____

Superintendent _____ **Date** _____

This certification statement is not required in legislation or by the Minnesota Department of Education.

FOR MDE USE ONLY

Approved Initial Revenue: _____ **Approved Incentive Revenue:** _____

MDE Approval: _____ **Date:** _____

DEPARTMENT OF EDUCATION

TMENT UCATION nment and Integration Budget nditure Summary

District Number:	709	District Name:	Duluth Public Schools

Proposed Budget			Actual Expenditures		
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	$1,659,745.47	85.37%	**DSS** At least 80% of total expenditures	$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	$102,748.24	5.29%	**Professional Development** No more than 20% of total expenditures	$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	$181,604.06	9.34%	**Admin/Indirect** No more than 10% of total expenditures	$0.00	#DIV/0!
Total Proposed Revenue:	$1,944,097.77		**Total Revenue Expended:**	$0.00	
Total Amount Proposed FIN 313	$1,855,437.77		**Improvement Planning Expenditures**	39%	#DIV/0!
Total Amount Proposed FIN 318	$88,660.00		Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2).		

Amending Line Items To amend line items in this budget after it's been approved by MDE, strike the approved dollar amt and related budget narrative. Insert a row below the line you want to change (make sure the new row is above the total revenue line). Add a new dollar amt and narrative to the row you just added. Then highlight both lines with the color highlight function. Explain the change in the comments box at the bottom of the tab.

UFARS Corrections You do not need to submit an amended budget to MDE in order correct UFARS codes. Instead, make UFARS corrections when you submit your Actual Expenditure report. Add a note to explain the correction. See the A&I Gudget Guide for more details on when to amend your MDE-approved budget.

Comments:

Improvement Funding Directions

Only districts that did not meet the goals in their last plan after three years should complete this tab. If you didn't meet your goals, you must use up to 20% of your annual integration revenue to fund improvement strategies.

Step 1) Complete the DSS, PD and Admin tabs for FIN 313 and 318. Step 2) Copy and paste line items that will fund improvement strategies into one of the sections below.

- Copy line items totaling up to 20% of your total proposed revenue.That percentage will be calculated for you on the Expenditures Summary tab.
- The line items you copy may be either FIN 313 or FIN 318 depending upon how you're funding your improvement strategies.
- Please note that the amounts copied and pasted into this tab will ***NOT*** be reflected in the overall expenditure summary.

What is an improvement strategy? Strategies that were 1) not in your prior plan, or 2) strategies that you've adjusted and kept in your current A&I plan, and 3) strategies developed using an equity-centered improvement process like the one described in the A&I Improvement Planning Guide. The strategies should be different from the ones in your prior plan because they are either new to your A&I work or have been changed in some way that increases the liklihood of meeting the goals in your district's current plan.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amount	Budget Narrative - Which strategy in you're A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit this workbook with actual FY27 expenditures by 12/1/27.	Describe what will be purchased, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement a strategy. Do not copy the strategy description from your plan.	Goal #	Strategy # and Name
Direct Student Services									
Classroom, Licensed Teacher	540	203	313	140	$90,285.08		The Social Emotional Learning (SEL) Specialist (1.0 F	RIS 2	Strategy 1 - K-5 Culturally F
Classroom, Licensed Teacher Ben	540	203	313	200	$48,545.00		Staff Benefits - These are required benefit costs for sta	RIS 2	Strategy 1 - K-5 Culturally F
Licensed Instr Support Salary	540	203	313	143	$152,165.35		The Reading Interventionists (2.0 FTE) who are skilled	RIS 1	Strategy 1 - The Integrated
Licensed Instr Support Benefits	540	203	313	200	$62,383.00		Staff Benefits - These are required benefit costs for sta	RIS 1	Strategy 1 - The Integrated
Licensed Instr Support Salary	540	203	313	143	$63,380.88		The Math Interventionist (1.0 FTE) is a skilled teacher,	RIS 1	Strategy 2 - The Integrated
Licensed Instr Support Benefits	540	203	313	200	$43,819.80		Staff Benefits - These are required benefit costs for sta	RIS 1	Strategy 2 - The Integrated
Other Contracted Services	540	203	313	305	$15,000.00		Contracted services funding will provide integrated lea	RIS 2	Strategy 2 - DCSC Integrat
Instructional Para	540	203	313	141	$50,400.13		Instructional Paras (2.0 FTE) will be deployed at Myers	RIS 3	Strategy 2 - Tier 1 Instructio
Instructional Para, Benefits	540	203	313	200	$43,566.69		Staff Benefits - These are required benefit costs for sta	RIS 3	Strategy 2 - Tier 1 Instructio
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 1a	Strategy 1: The Integrated
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 1a	Strategy 1: The Integrated
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 2	Strategy 1: K-5 Culturally R
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 3	Strategy 1: Tier 1 Instructio
Classroom Supplies	005	605	313	430	$1,000.00		Culturally revelant matierals and incentives	RIS 4	Strategy 1 - Early Pathways
Transportation	005	605	313	360	$1,500.00		Bus Transportation	RIS 4	Strategy 1 - Early Pathways
Food	005	605	313	490	$1,800.00		Food and snacks for field trip	RIS 4	Strategy 1 - Early Pathways
General Supplies	005	605	313	401	$1,000.00		Culturally revelant matierals and incentives	RIS 4	Strategy 1 - Early Pathways
Professional Development									
Travel	005	640	313	366	$40,000.00		Improve the PD confrences we go to, to broaden our educate to help our students. This is for Costs for flight, hotel, and conference fees for Director of Advancing Equity, 10 Integration Specialist, and 5 American Indian Home School Liasions.	4	Strategy 1 - Culturally Res

Other Contracted Services	005	640	313	305	$5,000.00		we will be working with BIPOC to Contract with speakers or outside organizations to deliver professional learning or storytelling	3	Strategy 1 - The BIPOC Cc
Administrative Costs									
Administration Director	005	605	313	110	$127,100.00		Transitioned this role from a Coordinator to a Director position to provide greater oversight and departmental coherence in alignment with our goals.		
		Total Improvement Funding:			$748,945.93	$0.00			

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Direct Student Service Costs

District Number: **District Name:**

80% Direct Services to Students

List proposed **FIN 313** expenditures for Direct Student Services below. **At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amt [1]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit this budget with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Classroom, Licensed Teacher	005	605	313	140	$43,511.76		The Middle & High School Ojibwe Language	2	Strategy 1 - Secondary Ojibwe Language
Classroom, Licensed Teacher Benefits	005	605	313	200	$32,994.52		Staff Benefits - These are required benefit	2	Strategy 1 - Secondary Ojibwe Language
Non-Lic Sal, Instr Support	005	605	313	144	$504,650.09		Integration Specialist (10.0 FTE)	1	Strategy 1, 2 - Integration Specialists,
Non-Lic Sal, Instr Support Benefits	005	605	313	200	$313,587.44		Staff Benefits - These are required benefit	1	Strategy 1, 2 - Integration Specialists,
Clerical	005	605	313	170	$1,866.68		Office Support Specialist (0.07 FTE) - The Office	All	The clerical supports the execution of all
Clerical Benefits	005	605	313	200	$1,731.99		Staff Benefits - These are required benefit costs	All	The clerical supports the execution of all
Cultural, Para	005	605	313	214	$35,518.46		Misaabekong Ojibwe Immersion Classroom	2	Strategy 2 - Misaabekong Ojibwe
Cultural, Para Benefits	005	605	313	200	$6,628.60		Misaabekong Ojibwe Immersion Classroom	2	Strategy 2 - Misaabekong Ojibwe
Transportation	005	605	313	360	$5,000.00		Transportation costs for transporting students	1	Strategy 1 - Integration Specialists
Mileage	005	605	313	366	$12,250.00		Mileage reimbursment is a necessary part of	1	Strategy 1 - Integration Specialists
Print Chargeback	005	605	313	398	$100.00		Printing for Integration Specialists	1	Strategy 1 - Integration Specialists
General Supplies	005	605	313	401	$2,000.00		Integration Specialist programming requires the	1	Strategy 1 - Integration Specialists
Classroom Supplies	005	605	313	430	$11,300.00		Classroom supplies include student organizers,	1	Strategy 1 - Integration Specialists
Food	005	605	313	490	$8,000.00		Food and snacks are a necessary part of the	1	Strategy 1 - Integration Specialists
Food	005	605	313	490	$3,600.00		Food for events hosted by Integration	1	Strategy 1 - Integration Specialists
General Supplies	005	605	313	401	$2,000.00		Suppplies for the Misaabekong Ojibwe	2	Strategy 2 - Misaabekong Ojibwe
General Supplies	005	605	313	401	$2,000.00		Suppplies for the Ojibwe language Classrooms	2	Strategy 1 - Secondary Ojibwe Language
General Supplies	005	605	313	401	$5,000.00		Entrance fees for field trips, cultural	1	Strategy 1 - Integration Specialists
General Supplies	005	605	313	401	$2,000.00		Materials for cultural classes	1	Strategy 2 - Family Engagement
FIN 313 TOTAL					**$993,739.54**	**$0.00**			

*Insert lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Direct Student Service Costs to Reduce Enrollment Disparities

District Number: **District Name:**

80% Direct Services to Students

List proposed **FIN 318** expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies included in the district's MDE-approved A&I plan which provide direct services to students. **Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [2]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Classroom, Licensed Teacher	005	605	318	140	$43,511.76		The Middle & High School Ojibwe Language	2	Strategy 1 - Secondary Ojibwe
Classroom, Licensed Teacher	005	605	318	200	$32,994.52		Staff Benefits - These are required benefit costs	2	Strategy 1 - Secondary Ojibwe
Food	005	605	318	490	$4,653.72		Food for welcome center events, trainings, and	1	Strategy 2 - Family
General Supplies	005	605	318	401	$1,000.00		Attendance Incentive Matierlas and Supplies for AL	5	Strategy 1 - ALC Engagement
Food	005	605	318	490	$500.00		Food and snacks for incentives for ALC students - c	5	Strategy 1 - ALC Engagement
General Supplies	005	605	318	401	$6,000.00		Supplies for welcome center including cultural	1	Strategy 2 - Family
			318						
FIN 318 TOTAL					**$88,660.00**	**$0.00**			

*Insert lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Professional Development Costs

District Number: n/a District Name:

20% Professional Development

List all proposed **FIN 313** expenditures for professional development below. **No more than 20% of this budget's total revenue may be proposed or used for these costs**. All training funded through this budget must directly support strategies in a district's MDE-approved A&I plan. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [3]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Director, Instr Support	005	640	313	144	$25,420.00		Funding for salary for 0.2 FTE of the OAE Director	4	Strategy 1 - Culturally Re
Director, Instr Support Benefits	005	640	313	200	$7,728.24		Staff Benefits - (0.2 FTE) These are required benef	4	Strategy 1 - Culturally Re
Food	005	640	313	490	$3,000.00		Food for hosting events for the BIPOC Collective	3	Strategy 1 - The BIPOC C
Other Contracted Services	005	640	313	305	$5,000.00		Contract with speakers or outside organizations to	3	Strategy 1 - The BIPOC C
Other Contracted Services	005	640	313	305	$13,000.00		Contract with speakers or outside organizations to	4	Strategy 1 - Culturally Re
Textbks-Workbks-Ebooks	005	640	313	460	$3,000.00		Professional learning books	4	Strategy 1 - Culturally Re
Travel	005	640	313	366	$40,000.00		Costs for flight, hotel, and conference fees for 16 st	4	Strategy 1 - Culturally Re
Food	005	640	313	490	$3,600.00		Food for travel	4	Strategy 1 - Culturally Re
		640	313						
		640	313						
		640	313						
FIN 313 TOTAL					**$100,748.24**	**$0.00**			

*Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Professional Development section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Professional Development Costs to Reduce Enrollment Disparities

District Number: | **District Name:**

20% Professional Development

List proposed **FIN 318** expenditures for professional development below. No more than 20% of this budget's total revenue may be proposed or used for these costs. **Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts.** Read the A&I Budget Guide on the MDE website for more details.

UFARS Title	UFARS Code Required				Budgeted Amt	Actual Amt [4]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
FIN 318 TOTAL					**$0.00**	**$0.00**			

*Add lines **above** the FIN 318 TOTAL lline to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Professional Development section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Administrative/Indirect Costs

District Number: **District Name:**

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures below. **No more than 10% of this budget's total revenue may be proposed or used for administrative or indirect costs.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [5]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Director	005	605	313	110	$101,680.00		Director (0.9 FTE) - The Director is an integral pa	All	The Director supports the
Director Benefits	005	605	313	200	$30,913.00		Staff Benefits - (0.9 FTE) These are required ber	All	The Director supports the
Clerical	005	605	313	170	$24,800.21		Office Support Specialist (0.43 FTE) - The Office	All	The clerical supports the
Clerical Benefits	005	605	313	200	$23,010.85		Staff Benefits - These are required benefit costs	All	The clerical supports the
Mileage	005	605	313	366	$1,000.00		Travel funds are required for travel reimburseme	All	The Director supports the
Printing	005	605	313	398	$200.00		Printing is required for the production of reports a	All	The Director supports the
FIN 313 Total					**$181,604.06**	**$0.00**			

*Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Admin/Indirect section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

DEPARTMENT OF EDUCATION

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District Number: District Name:

10% Admin/Indirect Costs

List proposed **FIN 318** Administrative/Indirect expenditures below. **No more than 10% of this budget's total revenue may be proposed or used for administrative or indirect costs.**

Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities in classes, schools, some programs, or between districts. Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [6]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal#	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
			318						
FIN 318 Total					**$0.00**	**$0.00**			

*Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Admin/Indirect section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Racially Identifiable Schools: Direct Student Services Costs

District Number: | **District Name:** | n/a

80% Direct Services to Students

List proposed **FIN 313** expenditures for Direct Student Services for your district's Racially Identifiable School(s) below. **At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [7]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Classroom, Licensed Teacher	540	203	313	140	$90,285.08		The Social Emotional Learning (SEL) Specialist (	RIS 2	Strategy 1 - K-5 Culturally
Classroom, Licensed Teacher Bene	540	203	313	200	$48,545.00		Staff Benefits - These are required benefit costs t	RIS 2	Strategy 1 - K-5 Culturally
Licensed Instr Support Salary	540	203	313	143	$152,165.35		The Reading Interventionists (2.0 FTE) who are s	RIS 1	Strategy 1 - The Integrated
Licensed Instr Support Benefits	540	203	313	200	$62,383.00		Staff Benefits - These are required benefit costs t	RIS 1	Strategy 1 - The Integrated
Licensed Instr Support Salary	540	203	313	143	$63,380.88		The Math Interventionist (1.0 FTE) is a skilled tea	RIS 1	Strategy 2 - The Integrated
Licensed Instr Support Benefits	540	203	313	200	$43,819.80		Staff Benefits - These are required benefit costs t	RIS 1	Strategy 2 - The Integrated
Other Contracted Services	540	203	313	305	$15,000.00		Contracted services funding will provide integrate	RIS 2	Strategy 2 - DCSC Integra
Instructional Para	540	203	313	141	$50,400.13		Instructional Paras (2.0 FTE) will be deployed at	RIS 3	Strategy 2 - Tier 1 Instruct
Instructional Para, Benefits	540	203	313	200	$43,566.69		Staff Benefits - These are required benefit costs t	RIS 3	Strategy 2 - Tier 1 Instruct
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 1a	Strategy 1: The Integrated
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 1a	Strategy 1: The Integrated
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 2	Strategy 1: K-5 Culturally I
General Supplies	005	605	313	401	$500.00		Supplies for classrooms and students	RIS 3	Strategy 1: Tier 1 Instructi
Classroom Supplies	005	605	313	430	$1,000.00		Culturally revelant matierals and incentives	RIS 4	Strategy 1 - Early Pathway
Transportation	005	605	313	360	$1,500.00		Bus Transportation	RIS 4	Strategy 1 - Early Pathway
Food	005	605	313	490	$1,800.00		Food and snacks for field trip	RIS 4	Strategy 1 - Early Pathway
General Supplies	005	605	313	401	$1,500.00		Culturally revelant matierals and incentives	RIS 4	Strategy 1 - Early Pathway
	540	203	313						
FIN 313 TOTAL					**$577,345.93**	**$0.00**			

*Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Racially Identifiable Schools: Direct Student Service Costs to Reduce Enrollment Disparities

District Number: | **District Name:**

80% Direct Services to Students

List proposed FIN 318 expenditures for Direct Student Services for your Racially Identifiable School(s) below. **At least 80% of a district's proposed expenditures must be used for strategies that provide direct services to students. Incentive revenue may be used to fund strategies that decrease racial and economic enrollment disparities** in classes, schools, some programs, or between districts.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [8]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
			318						
			318						
FIN 318 TOTAL					**$0.00**	**$0.00**			

*Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Racially Identifiable Schools: Professional Development Costs

District Number: | **District Name:**

20% Professional Development

On this worksheet list proposed FIN 313 expenditures for professional development for your district's Racially Identifiable School(s). **No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [9]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
Textbks-Workbks-Ebooks	005	640	313	460	$2,000.00		Professional learning books	RIS 2	Strategy 1: K-5 Culturally
			313						
			313						
			313						
			313						
			313						
			313						
			313						
FIN 313 TOTAL					**$2,000.00**	**$0.00**			

*Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Racially Identifiable Schools: Professional Development Costs to Reduce Enrollment Disparities

District Number: | **District Name:**

20% Professional Development

List proposed **FIN 318** expenditures for professional development for your district's Racially Identifiable School(s) below. No more than 20% of a district's total proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan. **Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [10]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
FIN 318 TOTAL					**$0.00**	**$0.00**			

*Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

DEPARTMENT OF EDUCATION

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nstative/Indirect Costs

District Number: | **District Name:**

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identifiable School(s) below. **No more than 10% of of your total revenue may be budgeted or used for administrative or indirect costs.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [11]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
			313						
			313						
			313						
			313						
			313						
FIN 313 Total					**$0.00**	**$0.00**			

*Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

DEPARTMENT OF EDUCATION

FY 2027 Achievement and Integration Budget

Racially Identifiable Schools: Adminstative/Indirect Costs to Reduce Enrollment Disparities

District Number: | **District Name:**

10% Admin/Indirect Costs

List proposed **FIN 318** Administrative/Indirect expenditures for your district's Racially Identifiable School(s) below. No more than 10% of of your total revenue may be budgeted or used for administrative or indirect costs. **Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities.** Read the A&I Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount	Actual Amount [12]	Budget Narrative - Which strategy in your A&I plan does each line item support and how?		
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY27 expenditures by 12/1/27.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. *Do not copy the strategy description from your plan.*	Goal #	Strategy # and Name
			318						
			318						
			318						
			318						
			318						
			318						
			318						
FIN 318 Total					**$0.00**	**$0.00**			

*Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved revenue totals.*

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section of the Improvement Planning tab.

Comments:

[1] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[2] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[3] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[4] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[5] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[6] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[7] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[8] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[9] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[10] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[11] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

[12] DO NOT FILL IN THIS COLUMN UNTIL YOU HAVE YOUR ACTUAL EXPENDITURES FOR THE FISCAL YEAR.

COW Agenda Cover Sheet

Meeting Date: August 6, 2026

Topic: Optimizing Technology for Student Learning & Well-Being

Presenter(s): Greg Krueger, Brenda Spartz & Jen Larva

Attachment: COW August 6, 2026 Exploring Screen Time and Tech Use

Brief Summary of Presentation or Topic (no more than a few sentences):

Teaching, Learning, and Equity are exploring responsible use of technology and screen time in our schools. At this meeting we're updating the board on progress and next steps of this effort.

This Requires School Board Approval : No

Duluth Public Schools

Committee of the Whole

Balancing & Optimizing Technology for Student Learning & Well-Being

August 6, 2026

Teaching, Learning, and Equity will explore responsible use of technology and screen time for Duluth Public Schools.

- The collaborative process will be a phased approach to guidance concerning screen time evaluation and instructional optimization.

- Major buckets of consideration are:

Progress & Next Steps:

- ***During 2025-2026***: Tech and instructional leaders convened to provide an initial review related to student use of technology. An initial draft was created to guide this work, which will be outlined on the following slides.
- ***For the 2026-2027:*** Devices, digital access, and expectations will remain the same.
- ***During 2026-2027:*** Convene task force to determine what balanced and optimized technology use for IDS 709 students and staff will look with a plan on how to accomplish goals.
  - Comprised of representative members including staff, school and district leaders, and community partners
  - Follow an evidence-based, inclusive, and methodical process
  - Final recommendations will be fiscally sustainable, pedagogically sound, and supportive of student safety and achievement

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Every Student. Every Day.

Devices & Digital Safety

- Consider limited fiscal resources available to fund and sustain student and staff devices
- Type and quality of devices at each grade level and for staff
- Safety within our district and school technology environment
- Infrastructure maintenance to provide a quality and safe experience while using technology
- Tools paired with our devices - including software, online services, and curricular resources

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Curriculum & Instruction

- Digital resources for students to access high quality instructional materials including providing opportunities for remediation and enrichment
- Tools promoting student creation and digital collaboration for future success: coding, designing models, creating portfolios, and solving real-world problems
- Digital instructional resources incorporating multi-modal representation of content: videos, simulations, and real-world application
- Educator professional development: technology integration, personalized instruction, and student engagement
- Classroom expectations promoting balanced, active, purposeful, and intentional use of technology including screen time and use of AI

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Digital Citizenship & Future Readiness

- Provide guided, structured environments where students develop healthy technology habits
- Students learn self-regulation of screen use, how to leave a positive digital footprint, critical evaluation of information and AI, and protection of privacy online
- Educator modeling of healthy digital habits and boundaries for students
- Build an engaged, capable and future-ready generation able to navigate future career demands: foundational computation thinking, data literacy, collaborative software navigation, and basic troubleshooting skills

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Contact Information

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COW Agenda Cover Sheet

Meeting Date: Thursday August 6, 2026

Topic: MDE Action Plan Update

Presenter(s): Jen Larva

Attachment: This will be a Verbal Presentation with a Hand Out

Brief Summary of Presentation or Topic (no more than a few sentences):

This will be a verbal update on the ALC Progress. I will have a hand out as well.

This Requires School Board Approval : No

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 13, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - None**
3. **POLICIES FOR SECOND READING**
   - A. 533 Wellness 2
   - B. 721 Procurement Policy (replacing 3041 & 3041R) 15
   - C. 903 Visitors to School District Buildings and Site (replacing 1080 & 6025) 61
4. **REGULATIONS - Informational**
   - A. 903R Visitors to School District Buildings and Sites Regulation 69
   - B. Deletion - 3189R Technology Software Copyright and Hardware Management 75
   - C. Deletion - 3189.2R Employee Use of District Licensed Software 81
   - D. Deletion - 3190R Copyright Regulations 84
5. **OTHER**
   - A. Policies that were adopted/updated/reviewed/deleted between 07.01.25 - 06.30.26 88

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. <u>Nutrition Promotion and Education</u>

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

4. The school district will encourage Safe Routes to School based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

5. The school district will include information about the free and reduced educational benefits in it's back to school packets, and on it's website.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during

the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

   https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

   a. Safety committees are formed at each school and meet regularly.

   b. Employees are widely involved in the emergency/disaster planning committees.

   c. There is an annual wellness fair curtailed to employees with various booths and information available.

   d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

Resources: Minnesota Department of Education, https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Replacing: Policy 6300
Second Reading: 06/20/2017
Adopted: 07/18/2017 ISD 709
First Reading: 06/16/2026
Second Reading: 08/13/2026

533 WELLNESS

I. PURPOSE

~~The purpose of this policy is to assure a school environment that promotes and protects all students' health, well-being, and ability to learn by supporting healthy eating and physical activity.~~

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote all students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. ~~Because all~~ ~~c~~Children need access to healthy foods and opportunities to be physically active in order to grow, ~~the school district will provide an optimal~~ learn~~ing environment whereby:~~ and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity ~~and diverse needs~~ of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. ~~o~~Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. ~~p~~Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. ~~e~~Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testings, and field trips. ~~educational experiences~~

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. Farm to School Program

a. Farm to School programs enhance the nutritional and educational experience of school children by providing:

1) Nutritious, locally grown food as a part of the school food program to expose students to a variety of fresh food while supporting local farmers, when available and fiscally responsible to do so. That exposure might be a part of the meal itself or a sample the program is highlighting; and

2) Opportunities for educational experiences in classrooms, school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown. ~~These experiences serve as an interdisciplinary teaching tool to influence student food choices and lifelong healthy eating habits.~~

~~b. Farm to School programs provide students with the opportunity to eat healthy, locally grown foods and be exposed to a variety of fresh produce that reflects the ethnic and cultural diversity of the student population. The school district will support the development of Farm to School programs to help students eat more nutritious foods and promote healthier lifelong eating patterns; support the local economy and local farmers; and teach students about the origins of their foods and how their food is grown.~~

~~c. Farm to School Programs will adhere to the recommended USDA Sanitation and Safety guidelines of Traceability of Fresh Produce from local farmers and school gardens. This process includes but is not limited to a review of Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs). Farm to School items served in the Cafeteria, the Child Nutrition Department will maintain traceability records from the source of the product through the serving of the product. This documentation will include information on suppliers including local farms, purchasing records, and the specific source of the product.~~

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching televisions or electronics screens;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

~~4. Schools will limit withholding physical activity and recess as a behavioral consequence.~~

~~5. Schools will proactively teach and encourage positive recess behavior and indoor active recess throughout the school year.~~

~~6. Extended periods (i.e., periods of two or more hours of inactivity) are discouraged. When activities, such as school-wide testing, making necessary for students to remain indoors for long periods of time, students will be given periodic breaks (before, during, and after) during which they are encouraged to stand and be moderately active.~~

~~7~~4. The school district will encourage Safe Routes to School ~~walking and biking to and from school~~ based on age appropriate standards for students living within certain distances of the school.

5. Schools are encouraged to promote and support active transportation to schools including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

~~3~~4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

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IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural ~~and diverse~~ diversity ~~needs~~ of the student body in meal planning.

~~4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.~~

~~5~~4. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

~~6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.~~

~~7~~5. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible

for free and reduced-price school meals. In addition, all students will be fed breakfast and lunch regardless of their lunch balances. Students are never stigmatized about negative lunch balances.

~~8~~6. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks as well as free drinking water available during meals.

~~9~~7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

~~10~~8. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods sold during the school day (defined as midnight before school starts and 30 minutes after the end of the official school day) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards~~, at a minimum~~. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. The Smart Snacks regulation does not have an impact on the culinary education programs curriculum, nor do they have any impact on food sold to adults at any time or to students outside of the school day. However, nutrition standards do apply to all foods sold to students on the school campus during the school day, including food prepared and sold by the culinary education programs.

4. Caffeinated beverages will comply with the Smart Snack regulations by age group and will only be available in the high schools.

~~3~~5. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

6. Here is a link to the Smart Snack calculator to determine which foods fit into the criteria and are allowed during the school day.

https://foodplanner.healthiergeneration.org/calculator/

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. ~~Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions~~, including those foods provided through:

   a. Celebrations and parties. Classroom parties where snacks are brought in by families must come from an accredited source (a store or restaurant) and can not be homemade in a family's kitchen. For this special event, the product does not have to be Smart Snack qualified. ~~A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.).~~ The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.

   ~~b. Classroom snacks brought by parents to be distributed to the class. A snack is food eaten between usual meals to supplement the nutritional needs of student intended to make a positive contribution to the child's health and diet. The school district will provide parents to families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.~~

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment. This means that pizza parties and special rewards (frozen novelties) are not to be used for rewarding academic performance.

   a. Non food rewards can be substituted in this scenario and ideas can be found by following this link.

3. Fundraising during the school day must adhere to the Smart Snack rules. Fundraising after the school day and outside of the school does not. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas. ~~Foods and beverages sold as fundraisers during the school day must comply with standards listed in C1 and C2. No restrictions are placed on the sale of food/beverage items sold outside of the school day.~~

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

C. Employee Wellness

1. The school district will make efforts to promote employee wellness.

a. Safety committees are formed at each school and meet regularly.

b. Employees are widely involved in the emergency/disaster planning committees.

c. There is an annual wellness fair curtailed to employees with various booths and information available.

d. The employee assistance program is maintained and available to all employees and their families.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

b. the extent to which the school district's wellness policy compares to model local wellness policies; and

c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator or designee will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act ~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: MSBA/MASA Model Policy 534 (School Meals Policy)

~~Local~~ Resources: Minnesota Department of Education, ~~www.education.state.mn.us~~ https://education.mn.gov/mde/index.htm
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

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Adopted: **7/18/2017 ISD 709**
First Reading:

721 PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000.

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to

track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

X. SUBRECIPIENT MONITORING

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a

potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

   a. Required information includes:

      (1) Federal award identification

         i. Subrecipient's name (must match the name associated with its unique entity identifier);

         ii. Subrecipient's unique entity identifier;

         iii. Federal Award Identification Number (FAIN);

         iv. Federal Award Date;

         v. Subaward Period of Performance Start and End Date;

         vi. Subaward Budget Period Start and End Date;

         vii. Amount of Federal Funds Obligated in the subaward;

         viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

         ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

         x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

         xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

         xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

         xiii. Identification of whether the federal award is for research and development; and

         xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

      (2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant

developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or

apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)

2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References:
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources:
Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

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721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold of $25,000 ~~(generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).~~

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine

the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

The superintendent and/or Executive Director of Business Services, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

   a. Superintendent: Up to $100,000

   b. Executive Director of Business Services: Up to $100,000

   [NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district’s written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) Federal award identification

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

            xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

            xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

            xiii. Identification of whether the federal award is for research and development; and

            xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward,

other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[Note: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References:
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)

2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)

U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

3041 GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSAL

The School District supports the development of special and general proposals for acquiring and managing grants, gifts, and other monies with the purpose of providing a better education for learners. Due to the uniqueness of the School District, the School Board realizes that various fundings are necessary to bring about the mission of the School District. The School Board realizes that coordination must be done with activities, resources, and finances of proposals implemented in behalf of the School District. The School Board further realizes that the following regulations are necessary to implement and manage this policy.

Adopted: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

3041R GRANTS AND GIFTS - DEVELOPING AND MANAGING PROPOSALS

1. To be considered, a proposal for any new idea, grant, or other item relating to a program or constituting a program in the School District must be submitted in writing responding to the following:
   a. Description of how proposal relates to District mission
   b. Program summary
   c. What's unique about the program
   d. What problem does program address
   e. Goals - methodology/activities - outcomes
   f. Budget - description and amounts of line items
   g . Signature of responsible person
2. Proposals should be submitted by writers/applicant to the direct supervisor for review and sent to the administrator in charge in the division where the proposal originated.
3. The administrator in charge will distribute copies to the other division administrators for review and comment.
4. The administrator in charge will make a recommendation to the Superintendent after the proposal is reviewed by the cabinet.
5. Two weeks must be allowed for review and approval.
6. Proposals should be accompanied by a suggested source of funding, preferably other than the School District's general fund.
7. Proposals are not limited to instruction.
8. Proposals will be judged on their ability to meet a need in the mission for the School District.
9. All proposals and grant applications must include a completed revenue and expenditure summary.
10. Once proposals are received from a funding agency in an approved status, copies will be distributed to the divisions of the School District for information and management purposes.
11. The responsible administrator will meet with the proposal writer and staff to set up program and finance management procedures according to School District policy, expectations and state/federal laws.

Approved: 03-16-1993 ISD 709
Revised: 06-20-1995 ISD 709

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.

B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

A. The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

B. The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

C. The use of volunteers is at the discretion of each building's administration.

D. The district staff member within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

E. Volunteers must follow visitor procedures in section V.

F. Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025
First Reading: 06.16.2026
Second Reading: 08.13.2026
Adopted:

*Adopted:*_____

*Revised:*_____

MSBA/MASA Model Policy 903
Orig. 1995
Rev. 2026

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents/guardians and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.

B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

A. Third party access to school sites will not be allowed without prior authority. The site administrator shall not permit third party access to the school site that would cause disruption to the learning environment.

B. School personnel must contact the District Office immediately if approached by immigration law enforcement agents. District administrators must also attempt to contact the parents or guardians of any student involved.

C. Staff will process requests by unauthorized visitors. The request will include:

1. Request identification including badges, ids, contact information and place of work. Document and photocopy information received;

2. Request official documentation of the purpose of visit. This may include a judicial warrant or court order. Documents will be photocopied;

3. Request and retain notes of the names of the students and the reasons for the requests;

4. Contact students' parents or guardians, and do not provide information or conjecture about the students such as their schedule or behavior;

5. If a visitor has questions, provide a copy of this policy;

D. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

E. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements ~~which are an addendum to this policy or as otherwise specifically~~ authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:

1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

3. if unattended, attach an immobilization device to the vehicle, at the expense of the owner or operator.

F. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

VI. VOLUNTEERS

A. The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.

5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents/guardians to become more familiar with school activities and/or operations.

B. The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

C. The use of volunteers is at the discretion of each building's administration.

D. The district staff member within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

E. Volunteers must follow visitor procedures in section V.

F. Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

G. Volunteers should be supervised by professional staff who remain present at all times when volunteers work with students. Unsupervised volunteers must have a current background check on file with the district office.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespass)

Cross References: None

Replacing: Policy 1080, 6025
First Reading:
Adopted:

1080 VISITS TO SCHOOLS

Members of the community and other interested persons are welcome and encouraged to visit the schools. Both visitors and school personnel will make every effort to ensure that school visits will enhance the effect of the educational program. All school visitors, community persons and/or School District staff are expected to identify themselves at the principal's office before visiting elsewhere in the building. All community visitors will be accompanied by the principal or by the principal's designee. Neither teachers nor students will be interviewed, questioned, or solicited by visitors without the permission of the principal.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

6025 VOLUNTEERS IN SCHOOL

The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents to become more familiar with school activities and/or operations.

The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

The use of volunteers is at the discretion of each building's professional staff.

The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

Adopted: 05-13-1986 ISD 709
Revised: 06-20-1995
08-17-2004 ISD 709

903R VISITORS TO DISTRICT PROPERTY AND FACILITIES

I. PURPOSE

The purpose of this policy is to establish rules and procedures governing visits to District property and District facilities.

II. GENERAL STATEMENT OF POLICY

The School Board encourages interest on the part of parents and community members in the Districts programs and activities. At the same time the Board recognizes that reasonable restrictions must be placed on visits to District facilities in order to maintain an environment that is safe and conducive to learning and working. The Board has adopted this policy after considering and weighing these and other social, political, economic, and educational factors.

III. DEFINITIONS

A. "District administrator" means the Superintendent and the Principals of the schools.

B. "District facility" means any building that is owned, leased, or operated by the District.

C. "District property" means any real property that is owned, leased, or operated by the District, including, but not limited to, athletic stadiums and athletic fields.

D. "Parent" means a biological parent, adoptive parent, legal guardian, or conservator.

E. "School building" means any District facility where a program of education is offered to preschool, elementary school and middle school students.

F. "Visitor" means any person who enters a District facility during regular school hours, except for the following: enrolled students who are in the facility to attend school, to participate in a school sponsored event or activity, or to attend a meeting of a student-initiated, non-curriculum related group that is recognized by the District; employees who are assigned to work at the facility or are otherwise authorized to enter the facility, and part time employees during their assigned working hours.

IV. PROCEDURES

A. Visitor Procedures. All visitors must comply with the following procedures when entering a District facility, unless they are attending an event or activity that is open to the public, such as parent-teacher conferences, a school board meeting, or an athletic contest:

1. Immediately upon entering a District facility, all visitors must report to the administrative office or reception desk. Signage to this effect must be prominently displayed on or near all unlocked doors to the facility.

2. Upon reporting to the administrative office or reception desk, all visitors must sign in to the building and detail the following: print and sign their names, state the purpose of their visit, state the time of their arrival, and state the location of the building in which the visit will occur.

3. Subject to the requirements of this policy, parents may observe their child in the classroom for up to two hours on two occasions per school year. Parents who wish to observe their children in the classroom during the regular school day must schedule the visit at least three (3) school days in advance with the

building principal. A district administrator, building principal, assistant principal, or designee may reschedule or terminate any visit in the event of an emergency or unforeseen circumstance.

4. A district administrator or building principal may impose additional restrictions on any visitor who has caused a disruption in a District facility.

5. A district administrator, the building principal, an assistant principal, or a designee will follow this policy in determining whether or not permission will be granted for a visit to a school building. A district administrator will follow this policy in determining whether or not permission will be granted for a visit to a District facility that is not a school building.

6. If permission for a visit is granted, the visitor will be given a visitor's identification badge stating the visitor's name and the location in the building where the visit will occur.

7. All visitors must wear the issued visitor identification badge in a conspicuous location at all times while in a District facility.

8. If a school employee sees a visitor in a school building without a visitor's identification badge, the employee must either escort the visitor to the administrative office or immediately notify the administrative office of the presence of the visitor.

9. Upon completing a visit, a visitor must return to the administrative office or reception desk, return the visitor's identification badge, sign his/her name on the same form that was signed upon entering the building, and state the time of his/her departure.

B. Parent/Guardian Procedures for Communicating with Children. The District recognizes that under limited circumstances parents/guardians may occasionally need to communicate with their children during the school day. When this need arises, parents must follow one of the following procedures:

1. Parents/guardians may call the office and ask to speak with their child. School staff will then locate the child and instruct the child to come to the office to speak with the parent by telephone. Students generally will not be permitted to place or receive a call from a classroom.

2. Parents/guardians may enter the administrative office of a school building and ask the office staff to call their child to the office. School staff will review the students Infinite Campus record to verify that parental rights have been terminated or the parent/guardian does not have physical custody or visitation rights during the school day or the period of time when the parent/guardian wants to visit. Parents/guardians may not go directly to a classroom or to any other location in a District facility without complying with the Visitor Procedures stated in this policy.

3. Students will not be permitted to make calls or receive calls on personal cell phones.

C. Administrative Procedures in Response to Inappropriate Conduct. District administrators, building principals, assistant principals, and designees are encouraged to take the following steps when a visitor violates this policy or engages in any other inappropriate conduct:

1. Notify the offending visitor that his or her conduct is inappropriate.

2. Notify the offending visitor that if the conduct does not cease immediately, the visitor will be required to leave the building, grounds, or event.

3. Notify the offending visitor that he or she is required to immediately leave the building, grounds, or event.

4. Contact law enforcement.

5. Document the incident and send notification to district administration and the Health and Safety Coordinator.

6. Take other action that the district administrator, building principal, assistant principal, or designee reasonably deems to be prudent or necessary in order to: (a) protect the safety of students, staff, or school property; (b); maintain an environment that is conducive to learning and working; and (c) maintain an environment that is free from all forms of abusive and disruptive conduct.

7. Any step or steps of this procedure may be skipped or addressed at a later time if the district administrator, building principal, assistant principal, or designee determines, in the exercise of his or her professional judgment, that immediate removal of the offending visitor is in the best interests of the students or the staff.

V. RULES OF CONDUCT FOR VISITORS

A. **Required Conduct.** All visitors must demonstrate respect and civility when interacting with other individuals during a visit. In addition, all visitors must immediately comply with any and all lawful directives given by a District employee, including a directive to leave the building.

B. **Prohibited Conduct.** Visitors must not do any of the following during a visit:

1. Violate any law;

2. Violate any District or school policy, regulation, rule, or procedure;

3. Make any threat or engage in any threatening or intimidating behavior;

4. Engage in any conduct that is designed to intimidate another person or that could reasonably be perceived as being designed to intimidate another person;

5. Demonstrate hostility toward another person;

6. Engage in conduct that is objectively rude;

7. Use any obscene or foul language;

8. Make or participate in making any personal attacks against another person;

9. Make or participate in making any objectively disrespectful, demeaning, disparaging, or insulting comments or statements about or to another person;

10. Make physical contact with any person, unless the physical contact is part of the normal greeting process, such as a handshake, or is reasonably necessary to prevent imminent harm to another person or serious harm to property;

11. Photograph, film, or otherwise create an audio or video record of any students, employees, or volunteers of the District, unless the visitor is to attend an event or activity that is open to the public, such as a school board meeting or an athletic contest;

12. Enter onto school property while impaired from the use of alcohol or any other chemical;

13. Create or participate in creating a disruption to the learning or working environment. Examples of disruptive behavior include, but are not limited to, using a raised voice, shouting, or yelling; swearing; talking with a teacher, classroom aide, or a student while observing in a classroom; using or allowing a cellular device make noise in the classroom; and engaging in other conduct that interrupts a lesson while observing in a classroom.

**NOTE: This policy may not be construed to limit the ability or right of any person to file a complaint in accordance with any law or District policy governing the filing of complaints.*

VI. GROUNDS FOR DENYING A REQUEST TO VISIT

A. Parent/Guardian Visits for Purpose Other than Classroom Observation. A district administrator, a building principal, an assistant principal, or a designee may deny permission for a parent/guardian to visit any part of a District facility if the district administrator, the principal, the assistant principal, or the designee determines that:

1. The parent/guardian has refused or failed to comply with any part of this policy;

2. The parent/guardian violated any rule or procedure of this policy while visiting a District facility on a prior occasion during the school year;

3. The requested date or time for the visit is educationally inappropriate or inconvenient;

4. The parent/guardian has created a disruption during a prior visit and is likely to create a disruption if permitted to visit again;

5. The parent/guardian's presence in the District facility is not in the best interests of student or staff;

6. The parent/guardian presents a risk of harm to a student, to a staff member, or to District property;

7. The parent/guardian's parental rights have been terminated or the parent does not have physical custody or visitation rights during the school day or the period of time when the parent wants to visit the District facility; or

8. The parent/guardian's actions or words suggest that the parent is impaired from using alcohol or another chemical.

B. Classroom Observations by Parent/Guardian. A district administrator, the building principal, an assistant principal, or a designee may deny a parent/guardian's request to observe his or her child in the classroom, or may revoke permission for such a visit, if the district administrator, principal, assistant principal, or designee determines that:

1. Any of the reasons for denying a visit in Section V(A) of this policy have been met;

2. The parent/guardian has failed or refused to schedule the classroom observation in advance;

3. The parent/guardian observed in the classroom on a prior occasion during the school year and created a disruption;

4. The requested date or time for the observation is educationally inappropriate or inconvenient, such as when a test is being administered, when a substitute teacher or guest speaker is present, or when students are attending an assembly or going on a field trip;

5. The parent/guardian has already observed the child in the classroom on two occasions during the school year;

6. The parent/guardians presence in the classroom is not in the best interests of the student, other children, or staff.

C. Classroom Observations by an Independent Examiner. If the parent/guardian of a special education student requests an independent educational evaluation (IEE) or hires an independent examiner to evaluate a child, and the parent/guardian requests that the independent examiner be permitted to observe the child in the classroom, the District will allow the independent examiner to visit and observe the student in the classroom to the extent permitted by law, provided that the independent examiner complies all provisions of this policy and does not create a disruption. The District may assign a staff member to accompany an independent examiner during all observations. An independent examiner may not interview any students at school or any District employees without prior written permission from the District. A District representative will be present during any interviews.

D. Parent/Guardian's Right to Appeal. If a parent/guardian believes that a request to visit a District facility has been improperly denied, the parent/guardian may submit a written appeal to the Superintendent. The decision of the Superintendent, or a designee of the Superintendent, is final.

E. Visits by Third Parties. A district administrator, a building principal, an assistant principal, or a designee may, as he or she sees fit, deny a visitor's request to visit any part of a District facility if the visitor is not a parent/guardian of a child who attends school in the facility.

VII. PARKING

During school hours, visitors must park their vehicles in spaces designated for visitors. Vehicles that are parked in unauthorized spaces may be towed to a different location at the vehicle owner's expense or an immobilization device will be attached to the vehicle, to be removed at the expense of the owner or operator.

VIII. PENALTIES.

Permission to be in a District facility is conditioned upon compliance with this policy. Pursuant to Minnesota Statutes section 609.605, subdivision 4, any person who violates this policy may be found guilty of a misdemeanor. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner and for a reasonable period of time pending the arrival of a law enforcement officer. In addition to imposing other consequences specified in this policy, a districtl administrator, building principal, or assistant principal may issue an order prohibiting a person from entering onto school property.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 609.605, subd. 4 (Trespases on school property)

Adopted:

3189R TECHNOLOGY SOFTWARE COPYRIGHT AND HARDWARE MANAGEMENT

A. Software Management

1. **Duplicate Restrictions**

Users 1 of ISD 709 technology may not duplicate any licensed software or related documentation for use on either ISD 709 premises or elsewhere unless ISD 709 is expressly authorized to do so by agreement with the licenser. Unauthorized duplication of software may subject ISD 709 and/or the user to both civil and criminal penalties under the United States Copyright Act.

Users may not give ISD 709 purchased/managed software to any non-ISD 709 employees unless specially authorized by ISD 709 and the software copyright holder. This will include parents, contractors, and/or students. ISD 709 users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

2. **User Education**

At the start of each school year, the Technology Division will design a District technology education program for employees. The program will cover, as a minimum, the District Technology goals and objectives, Internet use, software purchasing policies, Technology Help Desk procedures, and other issues that help employees' better use technology.

3. **Budgeting for Software**

When acquiring computer hardware and/or software, training, if required, must be budgeted at the same time. When purchasing software for existing computers, purchases will be charged to the appropriate department's/school's account. 4. **Approval for Purchase of Software**

To purchase software, users must obtain the approval of their supervisor or Director and then follow the same procedures ISD 709 uses for the acquisition of other ISD 709 assets. To assure software compatibility with hardware and network equipment, all software purchases must be coordinated through the Technology Division. Software specific to curriculum adoptions will be approved/coordinated through the appropriate curriculum committee. Software related to the curriculum will be approved/ coordinated through the site or department.

5. **Software Testing Procedures**

To maintain curriculum integration and a stable and reliable technical environment, instructional/administrative software will be tested before use on any district computer. Individuals requesting software will use the Computer Software Request/Evaluation form and send it to the Curriculum Division.

Unless required to comply with Federal or State law, or a Student's IEP, software testing and evaluation will be from April 15 to May 31. Software installation will normally be from June 1 to August 15. Software for student use must be supported by curriculum and integrated into Minnesota Graduation Standards or the teacher's lesson plan. Before software testing and deployment, the Technology Division will review the software licensing.

6. **Acquisition of Software from School Funds**

Software acquired by ISD 709 must be purchased through the Purchasing Department in coordination with the Technology Division with the appropriate accounting software code. If alternative school funds are to be used, the funds must be deposited into a District account code and proper purchasing procedures followed. Software acquisition channels are restricted to ensure that ISD 709 has a complete record of all software that has been purchased for ISD 709 computers and

can register, support, and upgrade such software accordingly.

7. **Acquisition of Software by individuals/companies or non-school District Organizations**

In order to limit District and individual liability and still recognize that a school has many sources for receiving software, individuals/companies or non-school District organizations that desire to purchase software for a school must donate the money to the school and allow the school to purchase the software through the software purchasing process.

8. **Registration of Software**

When software is purchased/received, it must first be delivered to the District Software Manager so he/she can complete registration and inventory requirements. The software manager is responsible for completing the registration card and returning it to the software publisher or otherwise properly register the software. Software purchased with school/District funds must be registered in the name of ISD 709 (as the user's name) and the School/Department (as the company name) in which it will be used. Due to personnel turnover, software will never be registered in the name of the individual user. The District Software Manager shall maintain a register of all Duluth Public Schools software and will keep a library of software licenses, Master Disks/CDs 2 and backup disks. All software used on District computers will have the master disks/CDs and any backups stored in the Software Library of the District Media Center Resource Library 3 . Software licensing will be reviewed prior to the purchase of any software.

9. **Installation of Software**

Prior to installation of any software, the license will be reviewed by the Director of Technology or designated person. Any restrictions will be noted on the installation sheet. The minimum allowable documentation for proof of ownership is the Purchase order and the master cd's. Software without proper documentation will not be installed on District equipment. All software will be verified for ownership through the software manager before installation takes place. Software installation sheets will be filled out for all installation of software for recording on the District system. After the registration requirements above have been met, personnel from the Technology Division will install the software. Manuals, tutorials, and other user materials will be provided to the user. If available, a copy of the applicable license agreement will be provided to the user. Once installed on server(s) or hard drive(s), the original diskettes/CDs 5 will be kept in the Software Library of the District Technology Division 6 and maintained by the District Software Manager. If a program requires the CD or other disks to operate properly, the District Software Manager will create backup copies of the CD or disks without the program installer. The backup disks will be given to the user.

10. **Home Computers (Non District Assets) and District Licensed Software**

Duluth Public Schools computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased and/or registered through the procedures outlined above may be used on Duluth Public Schools machines. Organization-owned software cannot be taken home and loaded on a user's home computer without written authorization from ISD 709. Because of limited human resources required to load/install software on home computers, a user that desires to use a District licensed software package at home may be required to purchase a separate licensed package. In addition to limited human resources, there is a potential of program conflicts with the owner's home computer. For this reason, the Technology Division/School Technology Coordinators' personnel are prohibited from working with non-District owned assets at this time. The Director of Technology will evaluate the technology resources each school year and may recommend supporting non-district assets with district-licensed software.

11. **Donated Computers and Software**

Because ISD 709 cannot validate the original software configuration on donated computers, the Duluth Public Schools can accept donated computers under the following conditions: (a) All software 7 including the operating system is removed. This will require a reformat of the hard drive and the purchase of an operating system or use of an unused District operating system license. (b) No software disks/CDs or software documentation will be given with the computer. (c) It is recommended that non-ISD 709 Organizations and individuals who desire to purchase software for a school donate the money to the school, and the school should purchase the software through the software purchasing process. (d) Donated computers must meet District Minimum Equipment Standards (manufacturer, processor, speed, RAM, etc.)

12. **Shareware/Freeware**

Shareware software is copyrighted software that is distributed freely through bulletin boards, online services, disk and CD. Freeware is software a programmer or company has authorized individual to use free. Freeware can have restrictions in the licensing agreement. It is the policy of ISD 709 to pay shareware authors the fee they specify for use of their products. Registration of shareware/freeware products will be handled the same as commercial software products. The user, school or department will pay costs related for Shareware fees.

13. **Software Retirement**

The District Software Manager will develop a system that will track software from purchase to retirement. When software has been determined not to meet educational or administrative needs, the software will be deleted from all computers, all manuals, and disks/CDs will be destroyed. As District hardware is retired, it will be audited for software to be retired or released as appropriate.

14. **Random Quarterly Audits**

The District Software Manager or designated representative will conduct a random quarterly audit of selected Duluth Public Schools computers, including portables, to aid in determining that Duluth Public School - ISD 709 complies with all software licenses. This audit will be conducted when systems are in for servicing and/or repair. The District will make an effort to audit. It is desired that every computer owned by the Duluth Public Schools should have had an audit every 18 months. Audits will be conducted using SIIA Freeware auditing software. On-site surprise audits may be conducted as well. In addition, during the quarterly audit, ISD 709 will search for computer viruses and eliminate any that are found. If software is found not in accordance with this policy, the user will be given two options: 1. The user has 3 workdays to comply with the software registration process in this policy. 2. The Technology Division Help Desk staff or the authorized school Technology Coordinator will delete the software from the computer and any master disks/CDs and manuals removed from school/district property.

15. **Computer Desktop Security**

Because schools and District offices are open to the public, and without a desktop security program installed on District computers, there is no realistic way to manage software installation. For this reason, all District computers will have a desktop security program installed. The Technology Division is responsible for budgeting and purchasing for a desktop security program.

16. **Penalties and Reprimands**

According to the US Copyright Act, (as of the date of adoption of this regulation) illegal reproduction of software is subject to civil damages of as much as US $100,000 per title infringed, and criminal penalties, including fines of as much as US $250,000 per title infringed and imprisonment of up to five years. A Duluth Public

School - ISD 709 user who makes, distributes, or uses unauthorized copies of software will be disciplined as appropriate under the Internet Use Regulation - 3187R and/or School Discipline Policy 5085. Such discipline may include termination of employment. ISD 709 does not condone the illegal duplication of software. These regulations are subject to the requirements of the US Copyright Act and all other applicable laws and regulations as they may be enacted and amended and all users shall abide by all applicable laws as they may then apply.

B. Technology Hardware Management

1. **Non ISD 709 Hardware**

Because of the technical issues involved in connecting non ISD 709 owned computers to the District network, the District will not normally allow non ISD 709 owned computers on the network. The exception is when there is a formal agreement between a non ISD 709 organization and the Technology Division. This agreement will clearly delineate responsibilities for computer servicing, virus protection, desktop security, and network protocols to be used. Because this can impact network resources, the Director of Technology will notify the Superintendent of Schools and the School Board.

2. **New Equipment**

A record of the OEM software used by the District will be recorded.

3. **Hardware Retirement**

I t is recognized the technology hardware has a "normal" useful life. In an effort to reduce maintenance costs and maintain a quality environment for students, the life cycle for computers and related technology hardware is based on five years. The Technology Division will budget for repairs (not replacement cost) based on a 5-year life cycle. In cases where it is not economically feasible to repair equipment less than 5 years old, the equipment will not be repaired. The Technology Division will budget for labor costs when repairing equipment between 5 and 6 years of age. The site will be responsible for all part costs. Equipment older than six years can be repaired (if economically feasible), but costs for parts and labor will be paid by the department/site.

All hardware with software, including operating systems that are scheduled for removal form service, will have the hard disk drive disabled by Technology Division personnel. The District cannot sell through bid or give away any computer hardware with application or operating system software installed on it, and the Technology Division shall reformat the hard drives before sale. The Technology Division Hardware Repair Branch will audit retiring systems. The audit information will be given to the Software Manager and the records will be updated. No software disks/CDs or manuals can be sold or given away. All Master Disks/CDs, backup, disks and manuals will be treated as retired software or re-installed on another District asset.

Reference:

1. 17 USC ' 501-506 - Difference between civil and criminal violations
2. 17 USC ' 117 - All parties for making and receiving illegal software
3. 18 USC ' 2319 - Criminal Sanctions
4. Software Publishers Associations - Software Manager Manual
5. Duluth School District Policy 3187
6. Duluth School District Regulation 3187
7. Duluth School District Policy 3090
8. Duluth School District Policy 5085

Approved: 02-23-1999 ISD709
Revised: 06-19-2001

0 5-21-2002 ISD 709

3189R - Technology Software Copyright and Hardware Management

Computer Software Evaluation/Request
Purpose: This process is to insure that computer software for ISD709 students meets the highest possible curriculum standards and the minimal technical operational standards. With limited dollars available to support student learning, software purchases must be aligned with district learner outcomes, state and national standards .
Instructions: Software evaluator completes Section 1 and forwards it to the curriculum department.
Section 1:
Software evaluator's name(s)_____
Building(s): _____
Grade/Subject area _____
Software Titles for review: Please list vendor, cost, amount of time spent previewing: _____
1. Identify content area and learner outcomes/standards(s) this software will support: _____
2. How will this software support your implementation of the learner outcome(s)/standard(s): _____
3. Attach copies of relevant software reviews.
4. Would you recommend this software for District-wide adoption for grade/subject covered? Yes No (circle one) If no, why not?
_____
_____
5. Funding source: (circle one) Site District Grant
Section 2: (Curriculum Department)
Curriculum Department review: This software can be used as a resource to support implementation of content area learner outcome(s)/standard(s) as identified. Circle one: yes no
_____ Signature
Date_____
If no, rationale:_____
_____
_____
_____
Section 3:
1. Agreed Testing/Evaluation Schedule:
2. Technical Testing Date: _____ Teacher/User Testing Date:_____
3. Licensing Review:
4. Comments: _____
_____
Technical review:
Comments:
_____
_____
_____
_____

Teacher or User Evaluation: (after sections 1 and 2 are completed)
Comments:

1 A user for the purpose of this regulation is defined as the employee primarily assigned to a computer or computers under their control. However, no other employee, student, parent or other person shall violate copyright laws, regulations or policies.
2 There are cases where it is productive to store software packages on site to rapidly resolve software maintenance issues. In this case, the Director of Technology may approve this exception.
3 Software that requires the user to have the media to run the application can be stored at the school.
4 In cases that backup copies of the software is not practical, it is not required. The Software Manager will have the authority to make this determination. 5 When a disk or CD is needed to run the software program, the user will be given a copy of the media.
6 Site may request to maintain the software at their site. Since legal responsibility for copyright issues would be at the site, the principal must request this in writing from the Technology Director.
7 There are cases where the OEM will allow the District to accept software with a donated computer. Unless the District can validate this is the case, all software, including the operating system will be removed.

3189.2R EMPLOYEE USE OF DISTRICT LICENSED SOFTWARE

A. General

Companies that sell computer software to the District generally retain media rights over the software. Media rights are typically set forth in the software license. Some companies that sell software to the District provide a software license which, subject to various restrictions, may allow certain District employees to install and use the software on a personal home computer. Other companies provide a software license which prohibits any type of installation or use on a home computer.

B. Scope and Application

The installation and use of District licensed software on an employee's home computer is a privilege, not a right. Proper home use of District licensed software by an eligible employee can benefit both the District and the employee.

This policy applies to all District employees who install or use any District licensed software on a home computer. Not all employees are eligible to install and use District licensed software on their home computer. Only those employees who have the right to access and use the software on a District owned computer during the regular course of their employment with the District are eligible to install and use District licensed software on a personal home computer. Such employees may use District licensed software which is installed on a home computer solely for school business purposes, including educational purposes. Personal use is prohibited.

C. District Responsibilities

The District's Technology Division is responsible for the management of all software media licenses. The Technology Division will review the District's software media licenses and develop a list of software which eligible employees may install and use on their home computer subject to this policy and the terms of the software license.

Before loaning District licensed software to an eligible employee for installation on an employee's home computer, a member of the Technology Division must provide the employee a copy of the software license, and the employee must provide the Technology Division with a signed and completed Agreement for Home Use of District Licensed Software. The District's Director of Technology is authorized to sign that Agreement on behalf of the District.

D. Employee Responsibilities

1. Before borrowing any District licensed software for installation or use on a personal home computer, the employee must complete and sign an Agreement for Home Use of District Licensed Software, a copy of which is set forth below.
2. The employee must personally own the computer that is identified in the Agreement for Home Use of District Licensed Software.
3. The employee may install the District licensed software only on the computer identified in the signed and completed Agreement for Home Use of District Licensed Software. District technical staff will not install any District software on another employee's home computer, and District technical staff are not responsible for providing assistance or training on how to install District licensed software on a personal home computer.
4. The employee will pay all costs that are directly or indirectly related to the installation of District licensed software on the employee's home computer.
5. The employee will not give, loan, or knowingly allow any other individual to copy, or otherwise use the diskette or CD containing the District licensed software.
6. The employee will not permit any other person to use District licensed software that

is installed on the employee's personal home computer. The employee will take reasonable precautions to ensure that other persons do not access or use District software that is installed on the employee's home computer.

7. The employee will use District licensed software that is installed on his/her home computer solely for school business purposes, including educational purposes. Personal use is prohibited.
8. The employee will comply with all applicable District policies including, but not limited to, District Policy 3190. The employee will also comply with all applicable copyright laws.
9. The employee will immediately and completely remove (i.e. uninstall and delete) all District licensed software, including fonts and other extensions or components of the software, from the employee's home computer if any of the following occur:
   (a) the Director of Technology, the Superintendent, or the School Board requests in writing that the employee remove the software from his or her personal home computer;
   (b) the employee resigns or retires, or the employment relationship is otherwise terminated; or
   (c) the employee decides to transfer ownership of the home computer to any other person, including a family member. The employee will pay all costs that are directly or indirectly related to the removal of District licensed software from the employee's home computer.

E. Limitation of District Liability

Employees who install or use District licensed software on their personal home computers do so at their own risk. The District will not be responsible for any damage an employee incurs including, but not limited to, loss, damage or unavailability of data stored on the employee's diskettes, tapes, hard drives or servers. The District is not responsible for the accuracy or quality of any media storage device loaned to the employee. The District will not be responsible for financial obligations arising through unauthorized use of the District's licensed software.

References:
Duluth School District Policy 3190 and 3190R (Copyright Policy and Regulation)
Duluth School District Policy 3187 (Use Policy for Technology and Internet)
Duluth School District Policy 3189 and 3189R (Software Copyright and Management Regulation

Approved: 05-16-2000 ISD 709

*Refer also to the required form of "Agreement for Home Use of District Licensed Software" (attached).

Agreement for Home Use of District Licensed Software

This Agreement is entered into by and between Independent School District No. 709, Duluth Public Schools ("District") and an employee of the District, (print name with middle initial) _____ ("Employee").

WHEREAS, the installation and use of District licensed software on Employee's home computer is a privilege, not a right.

WHEREAS, Employee desires to install and use District licensed software on Employee's personal home computer.

W HEREAS, Employee currently uses the software identified below on a District owned computer during the regular course of Employee's employment with District.

NOW, THEREFORE, IN CONSIDERATION OF the above and the mutual promises and agreements below, Employee and District hereby agree as follows:

1. District will loan Employee a diskette or CD containing the software identified in paragraph 3 below, so that Employee can install and use the software on Employee's personal home computer.

2. Employee has read, understands, and agrees to comply with Policy 3188R, District's policy regarding Employee Use of District Licensed Software. Employee understands that any violation of that policy could result in disciplinary action against Employee, including possible termination of his/her employment, as well as criminal or civil action against Employee.

3. Employee agrees that the District licensed software titled: _____ _____, version number_____ will be installed only on Employee's personal home computer, which has the following identifying characteristics:

Computer Manufacturer: _____

Model: _____

CPU Serial Number: _____

4. Employee agrees to return the diskette/CD containing the software to the District Technology Division within seven (7) calendar days from the date of this Agreement, or obtain written permission from the Technology Division to borrow the diskette/CD for a longer period of time. If Employee fails to return the diskette/CD in working condition and within the allotted time, District or the software producer may charge Employee for the full retail cost of the software. Employee will be responsible for any loss, theft, or damage that occurs to the diskette/CD while it is on loan to Employee.

5. Employee agrees to immediately and completely remove (i.e. un install and delete) all District licensed software, including fonts and other extensions and components of the software, from the employee's home computer if any of the following occur: (a) the Director of Technology, the Superintendent, or the School Board requests in writing that Employee remove the software from his or her personal home computer; (b) Employee resigns, retires, or the employment relationship is otherwise terminated; (c) Employee decides to transfer ownership of the home computer to any other person, including a family member; or Employee decides to salvage/scrap the home computer. Employee will be responsible for any costs associated with the removal of District licensed software from Employee's home computer.

6. Employee agrees to assume all liability and reimburse District for any and all court costs and legal judgments that arise from Employee's failure to comply with this Agreement, the software license, and any applicable federal or state law. Employee understands that a violation of federal or state law could result in substantial monetary penalties and criminal action . 1

7. Employee understands that the installation or use of District licensed software on a personal home computer is at Employee's own risk, and Employee agrees that District will not be responsible for any damage Employee incurs as a result of installing or using District licensed software on Employee's home computer.

8. This Agreement will be placed in Employee's personnel file.

Dated: _____ _____

Employee

Dated: _____ _____

- Director of Technology

- Independent School District No. 709

RRM: 4539

3190R COPYRIGHT REGULATIONS

Guidelines for Off-Air Recording of Television Programs

The following guidelines apply only to off-air recordings by nonprofit, educational institutions. The premium channels and pay-per-view programs fall outside the scope of the guidelines and cannot be recorded. Off-air recordings will be made only at the request of the individual teacher and will not be recorded regularly in anticipation of requests.

A broadcast program may be recorded off-air simultaneously with broadcast transmission and retained by a nonprofit educational institution for a period not to exceed forty-five (45) calendar days after date of recording.

Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated only once when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction. Teaching use is limited to the first ten (10) consecutive school days in the forty-five (45) calendar day retention period. After the first ten (10) school days, off-air recordings may be used up to the end of the forty-five (45) calendar day period only for teacher evaluation purposes.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. However, each additional copy shall be subject to all provisions governing the original recording. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

It is legal for teachers to tape at home and bring the tapes into school as long as all of the institutional off-air taping guidelines are followed. However, the content of the tape must support instruction of the formally adopted curriculum of the School District. Tapes may not be used for entertainment or "Friday afternoon filler," since Section 110 of the Copyright Law allows special performance exemption for copyrighted materials in the classroom for the purpose of face-to-face instruction only.

Teachers need to be aware that labels on videotapes warning that they are "For Home Use Only" do not accurately represent the law and do not prohibit the use of prerecorded tapes in the classroom. This use would be the same as educational off-air taping guidelines. The Copyright Act specifically authorizes libraries or archives to copy news programs off the air. The same guidelines apply to satellite programs that are simultaneous retransmissions.

Guidelines for Computer Software

The School District expects that all software users will observe and comply with the laws pertaining to copyrights and will make every effort to prevent illegal use of copyrighted materials. It is not an infringement to make a copy of a computer program provided that the copy is created as an essential back-up for archival purposes only and that all copies are

destroyed in the event that the original computer program should cease to be legal. It is an infringement to load a single copy of a program onto multiple machines or networks unless a specific license for such use has been obtained from the copyright holder. At this time the concept of "fair use" is one legally licensed copy per machine. The penalties of non-compliance for employees are severe and will include disciplinary action up to and including termination.

Guidelines for Print

The purpose of the following guidelines is to state the minimum standards of educational fair use under Section 107 of the Copyright Law.

Guidelines for Single Copying for Teachers

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

1. A chapter from a book.
2. An article from a periodical or newspaper.
3. short story, short essay, or short poem, whether or not from a collective work. 4. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

Each teacher may retain and continue to use the single copy in the following semesters or years.

Guidelines for Multiple Copies for Classroom Use

Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

1. The copying meets the tests of brevity and spontaneity as defined below
2. Meets the cumulative effect test as defined below, and
3. Each copy includes a notice of copyright.

Definitions of Terms

1. Brevity

a. Poetry: A complete poem if less than two hundred and fifty (250) words and if printed on not more than two (2) pages, or an excerpt of a longer poem that is not more than two hundred and fifty (250) words or to the end of a line.

b. Prose: Either a complete article, story, or essay of less than two hundred and

fifty (250) words, or an excerpt from any prose work of not more than two thousand and five hundred (2,500) words of ten percent (10%) of the work, or to the end of a paragraph.

c. Illustration: One chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

d. Special Works: Certain works in poetry or prose which often combine language with illustrations and fall short of two thousand and five hundred (2,500) words may not be reproduced in their entirety. An excerpt of not more than two of the published pages and containing not more than ten percent (10%) of the words in the entire text may be reproduced.

2. Spontaneity:

The copying is at the instance and inspiration of the teacher. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness and so close in time that it is unreasonable to expect a timely reply to a request for permission.

3. Cumulative Effects:

The copying of the material is for only one course in the school in which the copies are made. Not more than one short poem, article, story, essay, or two excerpts may be copied from one author, nor more than three from the same collective work or periodical volume during one class term. There shall not be more than nine instances of such multiple copying for one course during one class term. These limitations do not apply to current news periodicals or newspapers.

Copying shall not be used to create, or replace, or substitute for anthologies, compilations, or collective works. There shall be no copying of or from works intended to be consumable. These include workbooks, exercises, standardized tests, test booklets, and answer sheets. Copying shall not substitute for the purchase of books, reprints, or periodicals.

To avoid liability for copyright infringement on the part of the library or an employee as a result of unsupervised duplicating, libraries must display notices to the effect that making a copy may be subject to the copyright law.

Guidelines for Educational Uses of Music

Emergency copying to replace purchased copies which are not available for imminent performance is permissible, provided purchased replacement copies shall be substituted in due course. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or area, and in no case more than ten percent (10%) of the whole work. The number of copies shall not exceed one per student.

Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or lyrics either added or altered.

Most performances of non-dramatic works by school orchestras, bands, or choral groups are exempt from licensing requirements. A single copy of records of performances by students may be made for evaluation or rehearsal purposes and may be retained by the education institution or individual teacher. All performances of both dramatic and non-dramatic musical works in class are exempt from copyright requirements.

Duplication of tapes cannot be made unless reproduction rights were given at the time of purchase. Reproduction of musical work cannot be converted to another format, e.g., record to tape. Copying of records onto cassettes for more compact shelving and to prevent loss appears to be a copyright infringement.

Approved: 12-12-1989 ISD 709
Revised: 06-20-1995
07-18-1995
11-18-1997 ISD 709

1 Legal Costs could be as high as $100,000 per illegal copy installed plus any court and attorney fees.

Duluth
Public Schools

709 Portia Johnson Drive
Duluth, MN 55811
www.isd709.org

Policy work between July 1, 2025 - June 30, 2026

Adopted, Review, Revised Total 47

100 Series (2)
101 Legal Status of the School District
101.1 Name of the School District

200 Series (2)
208 Development Adoption and Implementation of Policies
211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student

300 Series (6)
301 School District Administration
302 Superintendent
304 Superintendent Contract, Duties and Evaluation
305 Policy Implementation
306 Administrator Code of Ethics (2)
307 Conflicts of Interest and Fiduciary Duty Review

400 Series (5)
401 Equal Employment Opportunity
413 Harassment and Violence
416 Drug, Alcohol, and Cannabis Testing
420 Communicable Diseases and Infectious Conditions
429 Employee Recognition and/or Memorials

500 Series (16)
501 School Weapons Policy
503 Student Attendance
507.5 School Resource Officers
508 Extended School Year for Certain Students with Individualized Education Plans
510 School Activities
511 Fundraising
513 Student Promotion, Retention, and Program Design
512 School Sponsored Student Publications and Activities
515 Protection and Privacy of Pupil Records (3)
516 Student Medication and Telehealth
516.5 Overdose Medication
519 Interviews of Students by Outside Agencies
524 Internet Acceptable Use and Safety Policy

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500 Series Continued
533 Wellness Policy
534 School Meals Policy
542 Intra-District Transfers

600 Series (8)
601 School District Curriculum and Instruction Goals (2)
602 Organization of School Calendar and School Day
604 Instructional Curriculum
606 Textbooks and Instructional Materials
606.5 Library Materials
612.1 Development of Parental Involvement Policies for Title I Programs
616 School District System Accountability (2)
621 Literacy and the Read Act (2)

700 Series (6)
701 Establishment and Adoption of School District Budget
701.1 Modification of School District Budget
707 Transportation of Public School Students
709 Student Transportation Safety Policy (2)
721 Procurement Policy
722 Public Data and Data Subject Requests

800 Series (2)
806 Crisis Management Policy
810 Naming Rights and Naming School Facilities

900 Series (2)
903 Visitors to School District Buildings and Sites
905 Advertising

Deleted 83 Total
1000 Series - (24)
1005 Communication with the Public
1010 Communication Releases
1015 School Communications
1025 Advertising
1030 Advertising in Student Publications
1045 School District Meetings
1055 Responsibilities of School Personnel

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1000 Series Continued
1060 Participation by the Public
1065 Parent- Teacher-Student Associations
1067 Parent/Community Involvement Policy
1070 Citizens' Advisory Committees
1075 School-Connected Organizations
1080 Visits to Schools
1086 Public Activities Involving Staff, Students, or School Facilities
1095 Gifts to School Personnel
1100 Public Performances by Students
1105 Contests for Students
1110 Gifts to Students
1115 Soliciting Funds from students
1120 Sale of Tickets
1125 Soliciting of Staff and Students
1135 Limited Public Forums in School Facilities
1145 Relations Between the School District and Other Governmental Agencies
1160 Fire Department Relationship

2000 Series - (9)
2005 Administrative and Supervisory Personnel
2020 Administrative Operations
2025 Principals
2030 Assistant Principals
2040 Internships
2055 Quality Work Life - Philosophy
2060 Curriculum Development Committees
2070 Policies, Regulations and Bylaws
2075 School Closing Procedures

3000 Series - (16)
3020 Tuition Fees for Incoming Non-Residents
3025 Tuition Fees - Outgoing Resident
3030 Material Fees
3035 Sale and Disposal of Equipment
3041 Grants and Gifts

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3000 Series Continued
3050 Funds Management
3055 Purchasing
3130 Maintenance and Operation of Plant
3137 Memberships in Community Organizations
3150 Transportation - Responsibilities of Principals
3155 Transportation - Responsibility of Teachers
3160 Student Transportation Safety Policy
3180 Child Nutrition
3185 Child Nutrition Commodities
3189 Software Copyright and Management
3190 Copyright Policy Statement

4000 Series - (9)
4000 General Human & Community Resources & Relations Policy
4005 School District Employees (Identification)
4025 Standards of Conduct for Personnel
4095 Student Teachers
4115 Professional Leaves (With Pay)
4120 Contractual Leaves (Without Pay)
4150 Employees' Organizations
4155 Pay for Substitute Teaches and Temporary Classified Personnel
4160 Employee Recognition and/or Memorials (renumbered to 429)

5000 Series - (4)
5015 Ages of Compulsory Attendance
5042 Open Enrollment
5080 Student Expression of Opinion
5120 Emergency Procedures of Bodily Injuries

6000 Series - (8)
6025 Volunteers in School
6045 School Libraries
6055 Elementary School Day
6065 Emergency Evacuations of Schools
6070 United States Flag Display
6100 High School School Day

709 Portia Johnson Drive
Duluth, MN 55811
www.isd709.org

6000 Series Continued
6105 Scheduling of Secondary School Classes
6200 Educational Television

8000 Series - (9)
8010 Responsibilities of the School Board
8035 Reimbursements for Negotiations
8040 Retirement from the School Board
8055 Negotiations Code of Ethics
8070 Suspension of Policies and By-laws
8075 Formulation of Administrative Regulations
8105 Coverage of School Board Meetings
8120 Disposal of School Board Properties
8125 Recognition of Staff

9000 Series - (4)
9000 Annual Meetings
9070 Regular Meetings - Other Meetings
9085 Notification of Meetings
9100 Special Meetings

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, August 10, 2026
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 2
   B. **Business Services**
      1) Enrollment Report - **(Reports will resume October 2026)**
      2) Child Nutrition Department Report 4
      3) Facilities Department Report 5
      4) Health & Safety Report 6
      5) Technology Department Report 7
      6) Transportation Department Report 8
3. **Recommended Resolutions**
   A. B-8-26-4181 - Resolution Approving Conveyance to the City of Duluth 9
   B. B-8-26-4182 - Acceptance of Donations to Duluth Public Schools 15
4. **Consent Agenda**
   A. HR Staffing Report 16
   B. Finances
      1) Financial Report 17
      2) Fundraisers 18
   C. Bids, RFPs, and Quotes
      1) QUOTE #4414 - Referendum Strategy Services 19
   D. Contracts, Change Orders and Leases
      1) CONTRACT — Soliant DHH Services (Special Services) for FY27 29
      2) CONTRACT - KY Interpreting Services (Special Services) for FY27 38
      3) CONTRACT - Acknowledgment and Consent Regarding Deed Restriction (STC Building and True North Goodwill) 42

5. **Miscellaneous Informational Items (no action required)**
   A. District Properties Update 46
   B. Expenditure Contracts 49
   C. No Cost Contracts 113
   D. Revenue Contracts 119
   E. Grant Applications 129
   F. Change Orders Signed 131

Human Resources Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Human Resources
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Steven Johnson

Manager's Minutes:

- We will be talking with the Principals when they return about Universal Onboarding: What happens at HR and what sites are expected to complete.

What We're Working On:

- All set up for New Hire Orientation on 08/12
- Updating Employee Handbook to be ready for the start of the school year

Upcoming Changes/Improvements to the Department:

- Moving onto our next project of putting Non-Certified Evaluations into Vector Evaluations to have all digital annual staff evaluations.

Staffing Report:

Certified Appointment: 4
Certified Leaves: 1
Certified Resignations: 2
Certified Retirements: 1
Certified Terminations: 1
Non-Certified Appointment: 6
Non-Certified Leaves: 0
Non-Certified Resignations: 14
Non-Certified Retirements: 3
Displacements: 1

Open Positions:

Certified:	**Non-Certified:**
Teachers (7) *Duluth Adult Education (1)* *Middle School (1)* *High School (1)* *Special Education (3)* *District Wide (1)*	**Child Nutrition** (2) *Nutrition Service Asst (1)* *Cafeteria Manager (1)* **Finance** (1) *Accountant (1)*

	Maintenance (2) *Custodian I/II/III (1)* *Engineer IV (1)* **Paraprofessional**(5) *Certified/Pre-Cert Sign Language Interpreter (1)* *SpEd Para KeyZone (1)* *SpEd Prog Para (1)* *SpEd Prog Para RN (1)* *SpEd Prog Para Student Specific (1)* **Non-Licensed- Hourly** (1) *Hourly Substitute (1)*

Child Nutrition Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Summer Breakfast and Lunch are still ongoing.
- Began planning our mandatory USDA training for all Child Nutrition employees. The training will be held at the end of August.
- Began processing Applications for Educational Benefits for the new school year.
- Mailed a postcard to all families reminding them to fill out the Application for Educational benefits each year to assist the school district in funding.

Staffing Report:

Currently 7 jobs are open. The positions are located at:
East -2 jobs
Denfeld
Rockridge
District wide assistant coverage
Ordean East
Lincoln Park

Facilities Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Facilities
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Bryan J. Brown

What We're Working On

1. Denfeld Time Capsule removal coordination

The following maintenance projects are currently in progress:

- District-wide initiatives:
  - Broad-scale fencing projects across multiple facilities
  - Comprehensive testing of RPZ valves
  - General painting works underway in various areas
  - Standard maintenance and inspections for chillers, sprinklers, and operable walls
- Denfeld:
  - Sprinkler valve updates
  - Continued upgrades to the Lecture Hall
  - Gathering cost estimates for clock tower mechanism repairs
- Lakewood:
  - Comprehensive septic tank improvements, including inspections and operating permit renewal
  - Modernization of the water filtration system
- Ordean East & Lowell:
  - Lunchroom water fountain replacements at both schools
  - Roll-down gate installation for the Lowell dishroom
  - Backstop netting replacement at Ordean East
- Homecroft & Lincoln Park:
  - Installation of new exterior building signs at both locations
  - Sump pump maintenance at Homecroft
  - Upkeep of the biofiltration basin at Lincoln Park
- DSC & Facilities Buildings:
  - Targeted repairs to chiller systems
  - Landscape enhancement at the DSC
- Piedmont:
  - Mini-split unit replacement in the data closet

Staffing Report:

- Utility floater re-posted

Safety Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

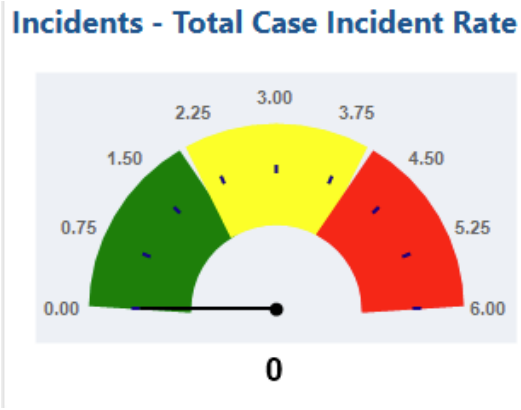
Department:	Safety
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	August Leopold

Health and Safety Topics:

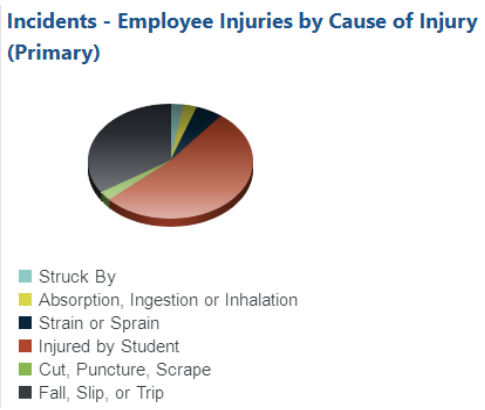
- **Regulatory Requirements**
  - Lead in water retest results have come in, some results still higher and will require remediation. After remediation they will be tested again to ensure compliance
  - Annual operable hoist inspections have begun
  - Neutralization tank cleaning scheduled for East and Denfeld for the 6th and 7th of August
  - ADA Compliance Audit was completed and reported out to the Office of Civil Rights to review in regards to complaint about Homecroft Elementary

- **Trainings and Planning**
  - Critical Response Group emergency maps have been received. Maps have been updated in the Emergency Operations Plan, Principals have access, Building Engineers have a physical copy, local fire, police, emergency planning, and 911 operators have copies. Old maps have been archived.
  - Playground inspections will begin later this month

- **Employee Injury Update for June**
  - Our total case injury rate (TCIR) for July 2026 was 0. Our year to date TCIR is now 2.17. We had one report of injury that came in July for an injury in June. This injury was not OSHA recordable and was a result of a muscle strain.



July



Year to Date

Technology Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Technology
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- A number of changes were made to consolidate the district's equipment footprint and reduce power consumption at the datacenter where we lease space. These changes were planned as part of the district's budget reductions for the new fiscal year. Our decreased lease costs will take effect this October when a contract for a portion of our datacenter space expires.
- Our network team continued working with Spectrum on planned changes to our site-to-site wide area network and the addition of the DCES building to this network. Spectrum was unable to deliver their portion of this project on time for us; what was originally planned to be completed by July 1 was delayed by five weeks. Our team will continue work on the final pieces of this project through August in an effort to wrap up prior to the school year.
- Our firewall replacement project kicked off. The bulk of the work on this project - and its completion - is planned for August.

What We're Working On:

- Department staff have been working through a variety of summer projects including prepping Chromebooks for students this fall and connecting and testing classroom technology.
- We've walked through Lincoln Park Middle School to determine the scope of an upcoming project to replace aging Smartboards and projectors at the site. Work is planned to be done in stages throughout this fall focusing on one floor of the building at a time.

Staffing Report:

- I'm continuing work with HR on the process of creating a position using vacant FTE in our technology department to focus on a variety of educational technology needs in the district. HR expects to have a draft job description together by the end of August and we plan to post the position this fall.
- Network Architect Nick Krauss resigned effective early August to pursue an opportunity in the private sector. Nick started with our department in March of this year. I'm working with HR to post this position. Given our past difficulty filling this role, I've reached out to a handful of companies to inquire about contracting for temporary help until we find a suitable hire and they begin work. Our most recent recruitment and hiring effort for this position lasted six months.

Transportation Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Transportation
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

- Throughout July, our team concentrated on summer school route operations, preparing buses for upcoming inspections, and assisting facilities with various summer tasks.
- Additionally, we made early progress during the month on routing plans for the upcoming school year.

Member _____ introduced the following Resolution and moved for its adoption:

RESOLUTION APPROVING CONVEYANCE TO CITY OF DULUTH

WHEREAS, Independent School District No. 709, Duluth ("District") previously owned a property on E. 7th Street in Duluth, Minnesota, where the Franklin Elementary School was located (the "Property");

WHEREAS, following the closure of Franklin Elementary School, the District conveyed the Property to the City of Duluth ("City") in two separate conveyances in the 1970s;

WHEREAS, the City has since operated a park on the Property, presently known as the Hillside Sport Court Park;

WHEREAS, the City recently discovered that the two prior deeds from the District to the City contained a minor omission and inadvertently failed to include a small portion of the Property legally described as Lot 65, East Seventh Street, DULUTH PROPER, FIRST DIVISION (the "Retained Parcel"), resulting in the District retaining record title to that parcel;

WHEREAS, the Retained Parcel is shown in red in the attached Exhibit A;

WHEREAS, the City has requested that, in order to correct this minor omission, the District convey the Retained Parcel to the City;

WHEREAS, although the Retained Parcel was omitted from the legal descriptions in the prior conveyances, the District makes no representation or warranty regarding the nature, extent, validity, or marketability of its interest, if any, in the Retained Parcel and intends to convey only whatever right, title, and interest it may possess by quit claim deed;

WHEREAS, the Retained Parcel has functioned as part of City park property for decades and provides no independent utility to the District;

WHEREAS, the Retained Parcel is no longer needed for the District's educational needs and it is in the District's best interest to clear up this title question;

WHEREAS, the Retained Parcel is part of the City's existing Hillside Sport Court Park and will continue to be used for public recreational purposes.

WHEREAS, Minnesota Statutes Section 465.035 states that "[a]ny . . . public corporation may lease or convey its lands for a nominal consideration, without consideration or for such consideration as may be agreed upon to . . . any governmental subdivision . . . for public use when authorized by its governing body."

NOW, THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 709, Duluth as follows:

1. The School Board hereby authorizes and approves the conveyance of the Retained Parcel via quit claim deed in the form attached hereto as Exhibit B for the nominal sum of $1.00. The Board Chair and Board Clerk are authorized to sign the deed. The City will be responsible for all costs of recording the deed.

2. The Superintendent or his designee is hereby authorized to take any actions necessary to complete the conveyance described in the Agreement, including but not limited to correction of typographical, scrivener's, legal description, recording, or other non-substantive errors.

The motion for the adoption of the foregoing Resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

_____
School Board Chair

ATTEST:

_____
School Board Clerk

Exhibit A

Depiction of Retained Parcel

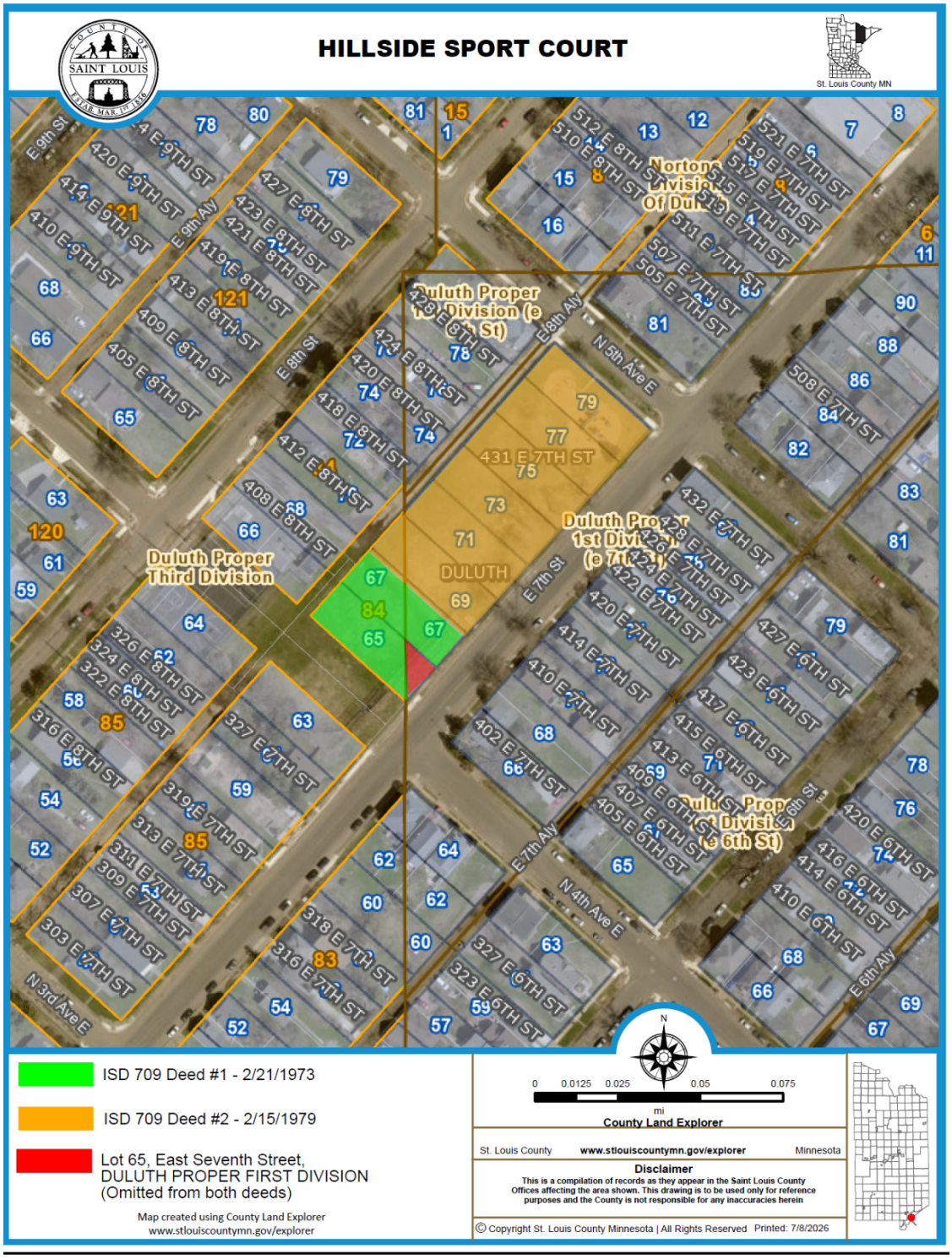


Exhibit B

Deed

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED **Minnesota Uniform Conveyancing Blanks**
Business Entity to Business Entity **Form 10.3.5 (2013)**

eCRV number: n/a

DEED TAX DUE: $ 1.65 DATE: _____

FOR VALUABLE CONSIDERATION, Independent School District No. 709, a Minnesota public corporation and political subdivision ("Grantor"), hereby conveys and quitclaims to the City of Duluth, Minnesota, a municipal corporation and political subdivision under the laws of Minnesota ("Grantee"), real property in St. Louis County, Minnesota, legally described as follows:

Lot 65, EAST SEVENTH STREET, DULUTH PROPER, FIRST DIVISION

together with all the hereditaments and appurtenances belonging thereto.

Check here if all or part of the described real property is Registered (Torrens) _____

Consideration for this transaction is less than $3,000.

[signature page follows]

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: .)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Independent School District No. 709

By: _____

Name: Kelly Durick Eder
Its: School Board Chair

By: _____

Name: Sarah Mikesell
Its: School Board Clerk

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

This instrument was acknowledged before me this ____ day of _____, 2026, by Kelly Durick Eder, as School Board Chair, and Sarah Mikesell, as School Board Clerk, on behalf of Independent School District No. 709, a Minnesota public corporation and political subdivision.

(Seal, if any)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Squires, Waldspurger & Mace, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

City of Duluth
411 W. First Street, Room 120
Duluth, MN 55802

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	Bridgette Baker	$5.00	Debate Team	BoostMySchool
Denfeld	Evan Leitch	$5,000.00	DCD/ASD Setting 3 Denfeld	
Districtwide	St. Louis County Public Health	In-kind	N95 Masks - 480 total	

HUMAN RESOURCES ACTION ITEMS FOR: August 10th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
MADERAS, ELIZABETH A	CTE WORK BASED LEARNING TEACHER/DENELD, (MA) IV, 8, 0.6, ROED S.	
MENCEL, DEBBIE A	SPED MULTI CATEGORICAL SETTING III TEACHER/ORDEAN EAST, (MA+30) IV, 9, 1.0,	8/28/2026
NIENOW, ANJA R	GERMAN TEACHER/LINCOLN PARK MIDDLE SCHOOL, (MA) IV, 9, 0.2, JENSEN N.	8/28/2026
RACCHI, JULIE A	SPED EBD RESOURCE TEACHER/MYERS-WILKINS, (MA) IV, 9, 1.0, DEVRIES C.	8/28/2026
		8/28/2206

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
AMUNDSON, JENNA M	Cert Other Leave Homecroft	8/24/2026 6/11/2027

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
HATFIELD, KATHRYN L	SUPERVISOR SPECIAL SERVICES - DW	7/17/2026
PORKKONEN, ALEX N	SPED SECONDARY RESOURCE - LINCOLN PARK MS	6/5/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
CAMPBELL, ELISE M	GRADE 1 - LESTER PARK ES	10/16/2026

CERTIFIED TERMINIATION	POSITION	EFFECTIVE DATES
HALVERSON, TONYA M	SUMMER SESSION TEACHER - LINCOLN PARK MS	07/16/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ARNOLD, AYANNA N	SPED STUDENT SPECIFIC SETTING III PARA/DISTRICT WIDE, 31.25/38WKS, $21.90, ODDEN S.	
DISSELL, DANIEL G	SPED STUDENT SPECIFIC SETTING III PARA/EAST, $23.48/HR	08/31/2026
HUBANKS, LILY A	SPED BUILDING WIDE PARA/LAKEWOOD, 31.25/38WKS, $20.59/HR	08/31/2026
JOHNSON PLASCENCIA, KARLA M	CUSTODIAN/OREAN EAST, 40/52WKS, $18.59/HR, THOMSON C.	08/31/2026
MIDAS, JULIE A	PRESCHOOL PROGRAM SUPERVISOR/DISTRICT WIDE, $2,197/WK, 12 WEEKS, ECKBERG B.	07/29/2026
MORGAN, CAMERON J	SPED PROGRAM SETTING III PARA/MYERS-WILKINS, 31.25/38WKS, $21.90/HR, KARLSON T.	08/17/2026
		08/31/2026

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
DAHL, DAVID A	SCHOOL BUS DRIVER II	08/15/2026
MUSOLF, LESLIE A	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/01/2026
OLEARY, PAULETTE M	HEALTH ASST LPN PARA - LOWELL ES	06/05/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BASLEY, MACHELLE L	CAFETERIA HELPER 1 - LINCOLN PARK MS	06/05/2026
BUFFINGTON, KATHERYN	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/05/2026
FLEGEL, TENILLE R	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	08/18/2026
HURST, WILLIAM C	CERTIFIED LIFE GUARD PARA - LINCOLN PARK MS	06/05/2026
KARLSON, TERESA A	SPED PROG PARA SETTING III/IV - PIEDMONT ES	07/30/2026
KINGFISHER, BRIAN J	CULTURAL IMMERSION PROG PARA _ LOWELL ES	06/05/2026
KRAUSS, NICHOLAS J	NETWORK ARCHITECT - DSC	08/04/2026
MEINTZ, ANNA L	DULUTH PRE K PROG PARA - LAURA MAC ES	06/05/2026
MRACHEK, MICHELE C	CAFETERIA HELPER I - ORDEAN-EAST MS	06/05/2026
NORDWALL, HEATHER M	MIDDLE SCHOOL CLERICAL - ORDEAN-EAST MS	09/15/2026
OSUCHUKWU, CHIBUZO J	INTEGRATION SPECIALIST - LINCOLN PARK MS	06/12/2026
TAPPER, LILIANNE V	HEALTH ASST LPN PARA - MYERS-WILKINS ES	06/05/2026
TREMBLE, JAKE F	SCHOOL CUSTODIAN FLOAT II - DW	08/07/2026
WISHART, SCOTT C	LACROSSE HEAD COACH HS BOYS - DENFELD HS	06/05/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
LAYMAN, ANTHONY J	ENGLISH TEACHER - EAST HS	08/04/2026

Duluth
Public Schools

HR/BS Services Committee Monthly Fund Balance Report
August 10, 2026 Committee Meeting

BUDGET SUMMARY

08/07/26

REVENUES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General	1	$ 144,077,034.04	$ 144,077,034.04	$ 1,816,979.66	$ -	$ 142,260,054.38	1%
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 44,326.62	$ -	$ 6,238,952.72	1%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 80,855.24	$ -	$ 3,811,843.78	2%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 32,684.24	$ -	$ 7,935,710.92	0%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 22,231.69	$ -	$ 6,345,862.90	0%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 355,402.41	$ -	$ 28,558,016.75	1%
Trust Fund	8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund	20	$ 1,201,126.00	$ 1,201,126.00	$ 100,938.31	$ -	$ 1,100,187.69	8%
Student Activity	79			$ 1,896.21	$ -	$ (1,896.21)	#DIV/0!
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 199,009,047.31**	**$ 2,455,314.38**	**$ - $ -**	**$ 196,553,732.93**	1%

EXPENSES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General	1	$ 144,183,480.90	$ 144,183,480.90	$ 4,117,130.63	$ 4,827,957.59	$ 135,238,392.68	6%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 83,361.54	$ 3,271,511.88	$ 3,010,010.58	53%
Transportation	3	$ 8,001,308.74	$ 8,001,308.74	$ 230,136.84	$ 530,521.50	$ 7,240,650.40	10%
Community Ed	4	$ 7,855,857.50	$ 7,855,857.50	$ 140,463.90	$ 53,090.19	$ 7,662,303.41	2%
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 1,357,605.76	$ 1,976,674.64	$ 2,661,399.52	56%
Building Construction	6	$ -	$ -	$ 101,840.42	$ 9,618,776.55	$ (9,720,616.97)	
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,197,482.42	$ -	$ 27,255,982.06	4%
Trust Fund	8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund	20	$ 1,309,828.00	$ 1,309,828.00	$ 128,836.69	$ -	$ 1,180,991.31	10%
Student Activity	79			$ 4,849.50	$ 9,332.00	$ (14,181.50)	#DIV/0!
EXPENSE	**TOTALS**	**$ 202,450,345.54**	**$ 202,450,345.54**	**$ 7,361,707.70**	**$ 20,287,864.35 $ -**	**$ 174,800,773.49**	14%

July 2026 - Checks/ACHs Issued			
	Starting #	Ending #	Amount
Checks	732590	733015	$ 12,171,685.18
ACHs	233561	236075	$ 7,032,627.61

Extra Curricular	Fund 01 Prog 298
Revenue	$ -
Expense	$ 4,405.87

Fundraisers Reported
July 2026

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
Lincoln Park MS	6th Grade	$2,000.00	GiveMN donations for 7th grade field trips and education experiences
Lincoln Park MS	7th 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 MS	8th 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 MS	Duluth Community Schools Collaborative	$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.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4414 REFERENDUM STRATEGY**

Date: July 22, 2026

The quote is to provided consulting services for referendum communication for the Duluth Public Schools.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
Jeff Dehler Public Relations LLC	$ **42,150.00**
CESO	$ **23,200.00**

John Magas and Simone Zunich reviewed the quotes.

Simone Zunich, Executive Director of Finance & Business Services, recommends accepting and awarding the quote meeting specifications as submitted by Jeff Dehler Public Relations, LLC for the amount of **$42,150.00.**

Program: Finance & Business Services

Fund Custodian: Simone Zunich, Executive Director of Finance & Business Services

CONTRACT BETWEEN
DULUTH PUBLIC SCHOOL DISTRICT AND
JEFF DEHLER PUBLIC RELATIONS, LLC

THIS CONTRACT is entered into between **DULUTH PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT 709**, 709 Portia Johnson Drive, Duluth, MN 55811 ("CLIENT") and **JEFF DEHLER PUBLIC RELATIONS, LLC** 3427 Utah Ave N, Crystal, MN 55427 ("Consultant").

CLIENT wishes to purchase services from a consultant knowledgeable about referendum marketing. CONSULTANT represents that they are in the business of providing branding, marketing, communications, and public relations consulting services and are qualified and willing to furnish these services.

TERM
This Contract begins July 15, 2026 and ends November 30, 2026.

SERVICES
CLIENT agrees to purchase, and CONSULTANT agrees to furnish consulting services for referendum communications for Duluth Public Schools. The Scope of Services generally include the following:

The Consultant will draft and implement a strategic communications plan that meets the district's referendum information campaign goals, to include planning and production of communications materials related to the referendum and strategic counsel on strategies that district administration will use to engage with stakeholder groups.

A detailed Scope of Services is attached.

COST
CLIENT will pay CONSULTANT for pre-referendum community engagement and strategic communications services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed $42,150.00. Consultant and CLIENT may negotiate an extension of this contract or add additional services not reflected in the SCOPE OF SERVICES if deemed necessary and such agreement shall be reduced to writing and signed by both parties.

BILLING AND PAYMENT
Consultant requires half of the contract amount to be paid at the beginning of the contract term and the second half at the end of the contract term for referendum communications services. We will provide invoices for your records. **Send payment to Jeff Dehler Public Relations, LLC, PO Box 783, Pewee Valley, KY 40056-9197**. CLIENT agrees to pay such amounts due within thirty (30) days of such stated dates. Failure to pay within 30 days may incur a 5% penalty of the amount due.

Expenses incurred in connection with services under this contract, including but not limited to travel, newspaper subscriptions, printing, postage, and other out-of-pocket costs, will be billed separately and are not included in the contract amount above.

WORK OUTSIDE OF THE CONTRACT SCOPE / RATES

Any work requested by the CLIENT that is outside of the contract scope of service will be approved in writing by both parties. Costs outside of the scope of service will be billed at the following standard rates.

Principal and Senior Counselor - $150/hour
Account Manager - $120/hour
Technical Specialist - $100/hour
Clerical - $75/hour
Intern - $50/hour

PROCESSING FEE

A 15% processing fee will be added to all subcontracted labor or vendor expenses paid by DehlerPR on behalf of the CLIENT. This fee helps us cover accounting services and other overhead related to processing bills and invoices.

Thank you for understanding that these rates and fees will allow us to continue bringing best-in-class service, competitive value, and high-quality strategic counsel and public relations expertise.

TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. CLIENT remains liable for all fees for work done through date of termination. CONSULTANT is liable for work through the date of termination.

INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract, Consultant's relationship to CLIENT is as an independent contractor and not an employee or agent of CLIENT.

The Parties agree that Consultant may utilize other vendors, subcontractors or other independent contractors to complete the agreed upon services. Consultant is responsible to pay all applicable state and federal social security, unemployment, and income taxes for any employees that they supply. Any vendor, subcontractor or other independent contractor of CONSULTANT shall be responsible to pay all applicable state and federal social security, unemployment and income taxes for their own personnel.

Except for intentional, willful or wanton conduct of CLIENT or CLIENT's personnel, Consultant agrees that under no circumstances will CLIENT be responsible for workers' compensation for injuries suffered by CONSULTANT or any of CONSULTANT's employees in connection with this Agreement.

COMPLIANCE WITH LAWS

In providing services, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of the services.

SUBCONTRACTING AND ASSIGNMENTS
Consultant is responsible for the performance of all vendors, subcontractors and independent contractors hired by the consultant under this Agreement.

MODIFICATIONS
Any material alterations, modifications, or variations of the terms of this Contract will be valid and enforceable only when reduced to writing as an amendment and signed by both parties.

DATA PRACTICES
In collecting, maintaining, storing, using, and disseminating data on individuals while providing services, Consultant agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy.

INTELLECTUAL PROPERTY
CONSULTANT represents that all final work generated under this Agreement shall be the property of CLIENT. CONSULTANT agrees to work with CLIENT to complete any requested documentation, including an assignment of creative work, to ensure title to final work resides with CLIENT. Further, CONSULTANT represents that all final work completed under this Agreement shall not infringe on the intellectual property rights of any third party. Further, the Parties agree that CONSULTANT may use any created work under this Agreement with other prospective clients and for marketing purposes without additional notice, permission or approval from CLIENT.

CLIENT represents and warrants that any and all intellectual property it supplies to CONSULTANT for inclusion in any work of CLIENT does not infringe on the intellectual property rights of any third party and that it has secured all necessary licensing, approvals or waivers for such use. CLIENT is responsible for obtaining any and all releases and waivers from any individual who is under their control and who may appear in any finished work. For any individual who is under the age of 18, such release and waiver must be signed by an adult or legal guardian of such minor. Any legal liability for failing to obtain appropriate releases or securing the rights of any third party for such use of intellectual property in this subsection shall be the responsibility of CLIENT and not that of the CONSULTANT.

CONFIDENTIALITY
CONSULTANT will not, as a current representative of CLIENT or at any time thereafter, disclose in whole or in part, any of CLIENT's Confidential Information that CONSULTANT may learn or acquire during this contract term with CLIENT, to any other person, firm, corporation or entity. CONSULTANT further agrees that CONSULTANT will not use CLIENT's Confidential Information for CONSULTANT's benefit or for the benefit of any other person, firm, corporation or entity unless CLIENT expressly directs CONSULTANT to do so. During the term of CONSULTANT's contract with CLIENT, CONSULTANT will use the Confidential Information only in furtherance of CLIENT's interests.

DISPUTES/CHOICE OF LAW
The Parties agree that, should there be a dispute or disagreement as to the terms of this Agreement they shall work collaboratively together to come to a mutually acceptable solution. Should such efforts fail, the Parties agree that this Agreement is governed by and construed in accordance with the laws of the State of Minnesota which will control any dispute.

ASSIGNMENT
Neither party may assign this Agreement.

LIMITATION OF LIABILITY
The extent of liability of CONSULTANT shall be the total amount of fees paid under this Agreement.

ENTIRE CONTRACT
The entire agreement of the parties is contained in this document, the Scope of Services and the Proposal.

APPROVALS

Simone Zunich

July 20, 2026

NAME: Simone Zunich

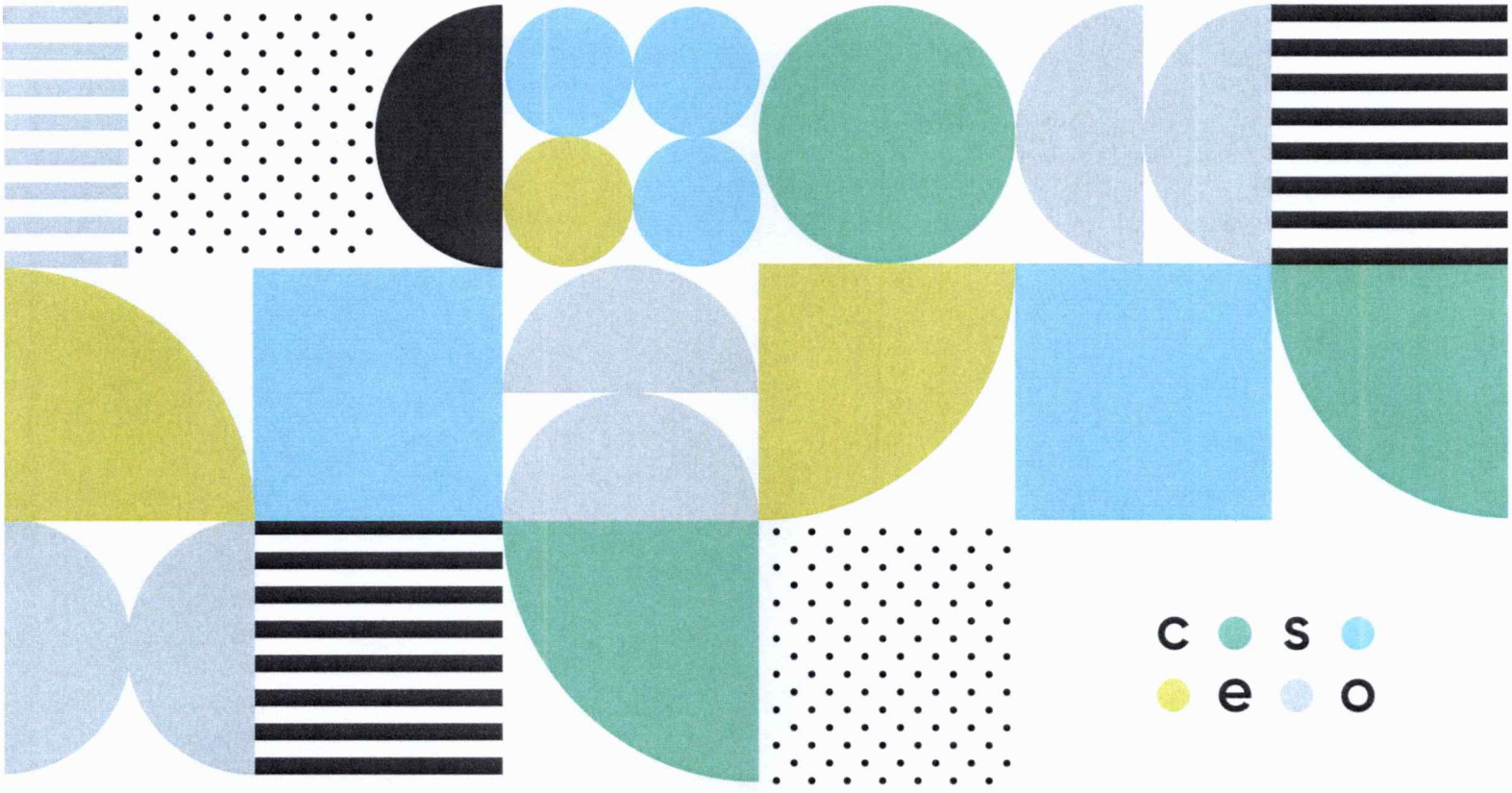
POSITION: Exec. Dir. Finance, Business Services

Duluth Public Schools
Independent School District 706
709 Portia Johnson Drive
Duluth, MN 55811

July 15, 2026
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

SCOPE OF SERVICES		
Referendum Communication	COST	RANGE
Project Management	$ 6,000	
Preparation, planning, coordination		
Strategic Counsel	$ 3,000	
In-person meeting		$ 1,500
Campaign management – bi-weekly phone calls as needed (Consultant is responsible for agendas, notes, leads meetings)		
Strategic Referendum Communications plan		
Research (Prep and analysis)	$ 3,000	
Backgrounding		
Mini-communications audit		
Interviews and/or focus group		
Voter file analysis		
Website and newsletter analytics reports		
Strategic Message Development	$ 3,000	
Speaking points (establishes messaging) and tagline		
Campaign branding - theme graphic		
Materials Development	$ 14,000	
Referendum website content 10 pages		
Employee Do's and Don'ts		
Video strategy and script oversight		
Staff and parent email content (5 emails)		
Fast Facts postcard - Draft, art direction, printing coordination		
Brochure - 16-pages - Draft, art direction, printing coordination		
Back pack flyers (3)		
Facebook editorial calendar and content (30-90 days)		
Get out the vote messaging and strategies		
Post-referendum messaging and strategies		
PowerPoint presentation		
Assistance with Notice of Special Election		$ 1,000
Coordinate translations		$ 3,000
Photography		$ 1,500
Video editing of in-house video shoots		$ 1,000
Building team coordination and materials		$ 2,000
Media Relations	$ 1,000	$ 1,000
Monitor media for referendum related news		
News releases (2-6) Op-ed (2-6) review and edit		

Media relations (calls to editors, reporters, producers)		
TOTAL	$ 30,000	$ 11,000
Expenses:		
Website hosting and domain name		$ 300
Constant Contact subscription		$ 350
Mileage, lodging, meals (per in-person meeting)		$ 300
Lodging (if necessary)		$ 200
TOTAL	$ 30,000	$ 12,150



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Referendum Communications Support

Duluth Public Schools
(Reference #Q-1414)

6.29.2026

01 | The CESO Communications Story •

CESO Communications is committed to "rethinking possible" in all we do. Our team includes school communication professionals from across the country who have a combined experience of more than 300 years, and all of our senior strategists have earned the Accredited in Public Relations (APR) designation. We understand the issues faced by schools and districts, and we have the experience to solve any issue. We combine our school expertise with a creative team of talented designers, marketers and strategists to create and deliver powerful solutions that solve problems and lead to impactful results.

We are colleagues with our clients, showing up for them with our sleeves rolled up, ready to think, work and act in their best interest. We tap our team's creativity, expertise and experience as we partner with our clients, knowing that expertly implemented action founded in strategy can have a transformational impact.

02 | Scope of Work & Cost •

CESO Communications is proposing to partner with Duluth Public Schools to provide communications assistance and support for the district's planned November 2026 operating levy referendum election. While our team will accept additional assignments, the typical referendum scope of work includes the following:

- Create a communications plan to outline a tactical approach to the campaign
- Create overall key messages to be included in communications throughout the campaign
- Create a web page or standalone microsite for the campaign
- Create levy-related content for a variety of communication channels to include:
    - Content for the district website
    - Stories to be submitted to the local newspaper
    - Content to be shared in school and district newsletters
    - Materials for community presentations
    - Content to be shared through social media
    - Provide graphic design election-related materials
- Provide graphic design for election-related materials
- Assist the Duluth team in discussing and planning an overall campaign strategy
- Provide advice and counsel to the district team throughout the campaign.

We have organized the proposal to include two parts:

- Our team will provide 35 hours per month for two months - July-August 2026 - to create the overall campaign communications plan, key messaging, and begin

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implementation of the first several weeks activities included in the communications plan. ***COST - $11,200 or $5,600 monthly***

- Our team will provide 25 hours per month for three months - September-November 2026 - to continue implementation of the campaign plan and assist the district as needed. ***COST - $12,000 or $4,000 monthly***

We will ask the district to assign a district administrator to be our primary contact and will meet regularly to assess progress.
TOTAL - $23,200

03 | Summary •

The CESO Communications team is excited at the possibility of partnering with Duluth Public Schools to assist with referendum communications. A clear and focused communications plan that is expertly implemented will go a long way toward helping district residents understand the operating levy proposal.

We are happy to discuss the details of the proposal and make any necessary adjustments. Let me know if you have any questions or need additional information. We look forward to hearing from you.

Sincerely,

Bob Noyed, APR
Vice President, CESO Communications
bob.noyed@theceso.com, 612-325-2127

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Soliant®

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:	Ashley Ben-Jacob
Client:	Duluth Public Schools ISD 709
Assignment Start Date:	08/26/2026 **Assignment End Date:** 06/11/2027
Position:	Tele-DHH
Hours per Week:	40
Bill Rate per Hour	$105.00 *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: N/A

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

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

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

By: 137571 - Duluth Public Schools ISD 709

Print Name: _____

Title: _____

Date: _____

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, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify 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 separate staffing firm or independent contractor arise, Company will notify Client in advance of the assignment to receive approval of this arrangement unless the individual service providers are placed on substitute basis to address staffing absences or short-term shortages at which point Company will utilize Go Spindle, LLC. If such temporary staffing persists longer than thirty (30) consecutive days, advance notification and approval will be requested.

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 claim 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 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	***To Client***
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Duluth Public Schools ISD 709 Address: 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.

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

137571 - Duluth Public Schools ISD 709	**Soliant Health, LLC**
Signature Date	Signature Date
Print Name	Print Name
Title	Title

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 13, 2026 and shall remain in effect until Thursday, June 10, 2027, 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. ESY: July 13, 2026 - July 30, 2026. School Year: September 3, 2026 - June 10, 2027.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

The 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 $65.00 hourly (2 hour minimum at $130.00) and $432,250.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Lora Thurston, 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 KY Interpreting, 3251 Dahl Road, Duluth, MN 55804.

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

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.

Kathleen Yourth	26 - 3754494	7/20/26
Contractor Signature	SSN/Tax ID Number	Date
Lora Thurston		7/7/26
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; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

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.

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

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

01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ _____

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

ACKNOWLEDGMENT AND CONSENT
REGARDING DEED RESTRICTION

Independent School District No. 709, Duluth, a Minnesota public school district ("District"), for the benefit of True North Goodwill ("TNG"), states as follows:

RECITALS

A. The District previously conveyed certain real property located in St. Louis County, Minnesota, legally described in the attached Exhibit A (the "Property"), said conveyance recorded as Document No. _____ in the office of the St. Louis County Recorder, which conveyance included the following deed restriction:

> The Grantee, its successors or assigns, shall not use all or any portion of the Property as a school for the purpose of conducting programs for children between the ages of 5 and 18.

(the "Restriction").

B. TNG has advised the District that it intends to use the Property primarily for workforce development, employment training, supportive services, and related programming serving adults.

C. TNG has further advised the District that certain workforce development programs conducted at the Property may include participants between the ages of 16 and 24, including YouthBuild and related workforce readiness programs, and that such programs are intended to provide workforce training, employment preparation, credential attainment, leadership development, and hands-on construction experience.

D. TNG has requested written confirmation regarding the applicability of the Restriction to the foregoing uses.

ACKNOWLEDGMENT AND CONSENT

NOW, THEREFORE, the District acknowledges and consents as follows:

1. **Acknowledgment of Proposed Uses.** The District acknowledges the uses described in the Recitals above and in TNG's written request to the District.

2. **Determination Regarding Restriction.** Based solely upon the uses described to the District, the District does not consider such uses to constitute use of the Property "as a school for the purpose of conducting programs for children between the ages of 5 and 18" within the meaning of the Restriction.

3. **Consent.** The District has no objection to the uses described herein and consents to such uses notwithstanding the presence of the Restriction.

4. **No Release or Modification.** This instrument shall not constitute a release, termination, extinguishment, modification, amendment, abandonment, or waiver of the Restriction generally. The Restriction shall remain in full force and effect according to its terms.

5. **Limited Reliance.** This acknowledgment and consent is limited to the specific uses described herein. The District reserves all rights under the Restriction with respect to any materially different use of the Property.

6. **No Precedent.** Nothing contained in this instrument shall obligate the District to approve, consent to, or permit any future use of the Property not described herein.

[signature page to follow]

IN WITNESS WHEREOF, Independent School District No. 709, Duluth has executed this Acknowledgment and Consent Regarding Deed Restriction as of this _____ _____, 2026.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

By: _____
Kelly Durick Eder, Board Chair

By: _____
Sarah Mikesell, Board Clerk

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

The foregoing instrument was acknowledged before me on _____, 2026, by Kelly Durick Eder, as Board Chair, and Sarah Mikesell, as Board Clerk, on behalf of Independent School District No. 709, Duluth, a Minnesota public school district.

Notary Public

My Commission Expires: _____

Exhibit A

Legal Description

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

📌 Report Identification

Field	Information
Department/Program Name:	1st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	8-7-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St, Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- LIFE
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE & Early Childhood
- District Testing/Screening
- Community Education
- ALC/AEO – Middle School & High School
- Adult Education
- American Indian Education/ Cultural Center

The goal is to complete construction in the summer of 2026.

II. Key Actions & Activities (What have we done recently?)

As we are preparing for occupancy, heavy construction activity is winding down, and focus is on finishes, testing and inspections, and punch list items. Approximately 30 contractors are onsite daily.

Recent Construction Highlights

Life Safety Testing and Final inspections are ongoing:

Emergency lighting systems were tested.
New electrical service equipment was installed by Minnesota Power.
New electrical main switchboard was installed.
Egress doors are complete.
Plumbing systems are tested.
Sprinkler systems are tested.
Fire Alarm systems are tested.

III. Outcomes & Results (What was the impact?)

The project remains on schedule for completion in summer 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

Construction Priorities

- The elevator inspection is scheduled for August 10th
- The generator startup is scheduled for August 10th
- The HVAC startup and inspections are scheduled for the week of August 10th

- Punch list is ongoing
- Certificate of Occupancy is planned for August. We are coordinating closely with the city building officials, Fire Marshall, and school staff.
- A Ribbon Cutting Ceremony is scheduled for Thursday September 3rd.

Budget Updates

The construction budget is updated monthly with each pay application.

Current Summary:

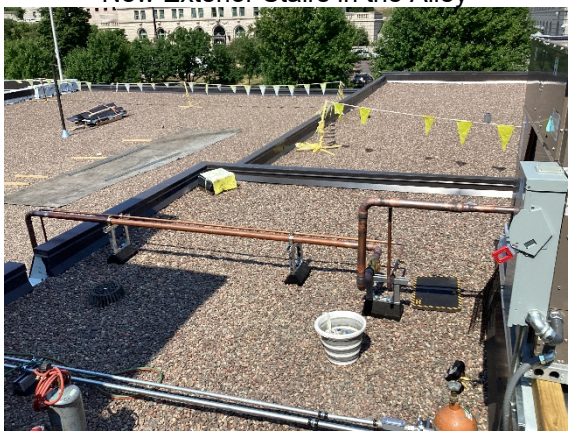
- Total Budget: $15,724,044
- Cost to Date: $13,278,440
- Contingency Remaining: $5,182

F. Current Project Photos

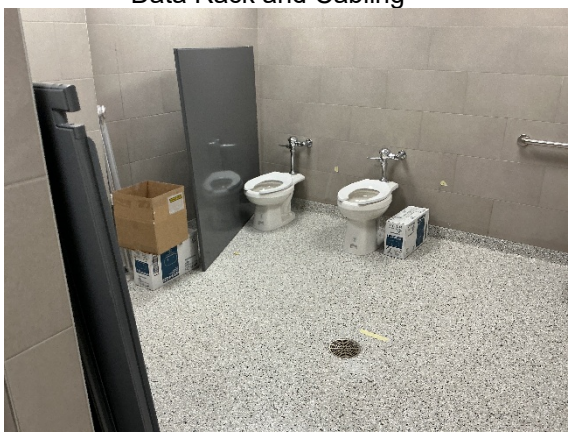
New Electrical Service

New Exterior Stairs in the Alley

Data Rack and Cabling



HVAC/ Plumbing Systems on Roof



Plumbing Systems and bathroom finishes

Owner Equipment

Expenditure Contracts Signed
July 2026

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
Costin Group Inc.	$36,000.00*	Office of the Superintendent (DU)	Lobbyist services for FY27
CDW	$163,429.50*	Technology (DR)	Google Workspace for Education (Three-year agreement)
Vivi, LLC	$477.00*	Technology (DR)	Provides annual licensing for a piece of screensharing hardware used at the DSC
Summit Fire Protection	$38,395.00*	Facilities (DR)	DHS fire sprinkler control valves
Ricky White	$500.00*	TLE (DU)	Staff development – curriculum integration work on 7/20/26
Lake Superior College	$9,100.00	TLE (DU)	Programming for DAE for FY27
University of Minnesota Duluth	TBD based on enrollment	TLE (DU)	CITS programming for FY27
IXL Learning	$5,837.50*	TLE (DU)	Math and ELA programming for various sites for FY27
Susan Lehna	$12,000*	TLE (DR)	ALC administrative services through 8/31/26
National Audio-Visual Company	$2,500.00	TLE (DU)	Range of audio and visual services for FY27 professional development dates

Jennifer Murray	$10,000.00*	Am. Indian Education (DR)	Addendum to continue liaison services for Am. Indian Education
Marshall School	$30,515.00*	Special Services (DR)	Non-public nursing services by licensed school nurse for FY27

COSTIN group inc.

CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of $ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkvenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from July 1, 2023, through June 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 90-days prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 709 Portia Johnson Drive, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., 600 E. Superior St., #405, Duluth, MN 55802.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. If Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 3 day of August, 2026.

DULUTH PUBLIC SCHOOLS

By: _____
Its Exec. Dir. Business Services

COSTIN GROUP MINNESOTA, INC.

By: _____
Its _____

CDW AMPLIFIED™ for Education

There are two portions to this document:

- The Customer Service Order (CSO), and
- Google's License Verification Letter

Please make sure to complete both parts of the document in order to expedite processing.

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	SUB TOTAL
GWFE Plus - 3 Year - 10K+ Year 1 of 3 - Staff (10% offset applied)	$4.59	2250	$10,327.50
GWFE Plus - 3 Year - 10K+ Year 1 of 3 - Students (10% offset applied)	$4.59	8800	$40,392.00
GWFE Plus - 3 Year - 10K+ Year 2 of 3 - Staff	$5.10	2250	$11,475.00
GWFE Plus - 3 Year - 10K+ Year 2 of 3 - Students	$5.10	8800	$44,880.00
GWFE Plus - 3 Year - 10K+ Year 3 of 3 - Staff	$5.10	2250	$11,475.00
GWFE Plus - 3 Year - 10K+ Year 3 of 3 - Students	$5.10	8800	$44,880.00
		Three Year Total	**$163,429.50**

Year 1 of 3 - **$50,719.50**
Year 2 of 3 -**$56,355.00**
Year 3 of 3- **$56,355.00**

Customer Technical Contact	james.rawlyk@isd709.org
Phone Number	218-336-8700
Email address	james.rawlyk@isd709.org
Off-Domain Email Address	isd709technology@gmail.com
Google App Domain	isd709.org
NCES ID (If applicable)	2711040.0
Order Type (If applicable)	

Subscription Term Fee Total: $163,429.50

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. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

6. 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 name, add title, and date below**

Signature: Simone Zunich

Print name: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Date: 07-13-2026

Google for Education

Google Workspace for Education
Education Standard & Education Plus
License Verification Letter

License Verification Letter are required for all Education Standard and Education Plus orders. This approach allows customers to act as the source of truth for current information and partners to license according to the institution's current total student enrollment (representing all students, including full and part time) and total staff requiring an active Education Fundamentals license.This product is licensed on a per-user basis, and thus every user needs a license to ensure full functionality.

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.

There are two options for creating this letter and sending it back to us:

Option A:

1. Confirm all pre-filled information on the next page is accurate. Please contact Matthew Joy at matthew.joy@amplifiedit.cdw.com if you need to make changes.
2. Type your name and title, then print out, sign it, and put this on your district's letterhead. You can print the next page using the **Other Actions** menu above.
3. DO NOT click "Finish" until after you complete the next step.
4. Make a PDF copy of your signed document, and return to this document and upload below.

IMPORTANT - Do not click "Finish" until you come back and upload your PDF document.

Option B:

If it is easier for you, can also find a copy of the letter here. Follow the instructions on that document to place the letter on your organization's letterhead.

You can email me a copy of the completed PDF - matthew.joy@amplifiedit.cdw.com or use the **Upload PDF** option below.

CDW PEOPLE WHO GET IT

Duluth Public School District ISD 709

07-09-2026

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 11,050 licenses, which is equal to or greater than our current total enrollment of 8100 (representing all students, including full and part time) and 2950 total staff requiring an active Education Fundamentals license.

We understand that:

- Our users will require both an Education Fundamentals license and Education Plus license assigned for full functionality. This purchase covers any staff member using an Education Fundamentals license.
- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- 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,

Signature:

Simone Zunich

Simone Zunich

Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
CDUQS-L9K8M-JTUVJ-3VBNI

DOCUMENT COMPLETED BY ALL PARTIES ON
13 JUL 2026 21:51:45
UTC

SIGNER	TIMESTAMP	SIGNATURE
EMAIL SIMONE.ZUNICH@ISD709.ORG	SENT 09 JUL 2026 16:09:51 VIEWED 13 JUL 2026 21:48:57 SIGNED 13 JUL 2026 21:51:45	 IP ADDRESS 24.158.25.237 LOCATION DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
13 JUL 2026 21:48:57

vivi

Quote ID: ORD-XM7P9VN
Expiry Date: 30 Jul 2026

Vivi, LLC
tylerh@vivi.io

QUOTE

CUSTOMER INFORMATION

Bill to
Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

Ship to
Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

CONTRACT TERMS

Start Date	30 Jul 2026	**End Date**	29 Jul 2029
Billing Cycle	Yearly	**Payment Term**	Net 30

CONTRACT ITEMS

ITEM & DESCRIPTION	UNIT LIST PRICE	UNIT SELL PRICE	QUANTITY	TOTAL
US - Vivi Pro License Vivi Pro Subscription - Software License	$169.00 / year	$159.00 / year	1	~~$169.00~~ $159.00 / year after 5.92% discount
US - Vivi Hardware - Standard (AC Adapter) US - Vivi Hardware - Standard (Includes AC Adaptor)	$0.00	$0.00	1	$0.00
			One-time Subtotal	$0.00
			Total Due at Signing	**$159.00**

BILLING SCHEDULE - YEARLY BREAKDOWN

subject to change if the number of licenses increase during the contract term

Billing Schedule	Amount
30 Jul 2026-29 Jul 2027	$159.00
30 Jul 2027-29 Jul 2028	$159.00
30 Jul 2028-29 Jul 2029	$159.00

VIVI CONTRACT TERMS & CONDITIONS - NAM REGION

By affixing your signature to this quotation, you acknowledge that you have thoroughly reviewed, understood, and agree to the Terms and Conditions outlined on Vivi's official website: https://www.vivi.io/terms-and-conditions-us/.

DULUTH PUBLIC SCHOOLS - INDEPENDANT SCHOOL DISTRICT 709

Signature: Simone Zunich

Name: Simone Zunich

Date: 07-23-2026

Title: Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
OZYO8-IFJCD-ZDJ4H-CVQTU

DOCUMENT COMPLETED BY ALL PARTIES ON
23 JUL 2026 14:19:49
UTC

SIGNER	TIMESTAMP	SIGNATURE
GREG KRUEGER EMAIL GREGORY.KRUEGER@ISD709.ORG	SENT 23 JUL 2026 13:14:17 VIEWED 23 JUL 2026 14:10:43 SIGNED 23 JUL 2026 14:19:49	 IP ADDRESS 24.158.25.245 LOCATION DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 JUL 2026 14:10:43

SUMMIT
FIRE PROTECTION

Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: July 9, 2026

To: ISD #709 School District
800 Central Entrance
Duluth, MN 55811

Attention: Heather Morberg

Regarding: Fire Protection Proposal
Project Name: Denfeld High School - Fire sprinkler control valves.
Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

SCOPE OF WORK

Labor & Material to modify the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN. Summit Fire will complete the following scope of work:

- Labor & Material to repair the deficiencies listed on the Annual sprinkler inspection for the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN.
  - Drain and convert the (2) existing Anti-freeze system into a Wet system and return to service. Replace the 2" Gate Valve and Tamper switch in room #3400. Replace the damaged Tamper switch on 1st Floor West Zone valve, 1st and 2nd floor Zone valves in Stair L, and 6" Tamper in North Basement.
  - Labor = $950 Material = $995 Total = $1,945
- The current Wet Fire sprinkler systems installed at the Denfeld High school, protecting the existing renovated sections of the school, are currently monitored by (3) Wet system flow switches, installed in the Lower-level basement. Each Wet system has multiple Zone valves located on multiple floors throughout the facility. The current (3) systems have a total of (30) separate Zone valves with no drains, gauges, and flow switches installed on the zones.
- Summit Fire will install a new Drain Valve, Pressure gauge, and Flow switch on each of the (30) Zone Valves located throughout the school. (10) on Zone #1, (7) on Zone #2, and (13) on Zone #3.
- The new drain valves will be installed, and plugged with a hose fitting, to allow for testing and draining of each Zone. New Gang drains shall be completed at a later date, as discussed with the Duluth Fire Inspector, due to cost and scheduling.
- These drains, gauges, and Flow switches will allow for identification of Water flow in all areas of the school, and will allow for drainage of each zone individually, instead of draining the entire system for maintenance, as discussed.
- Each Zone = Labor = $625 Material = $590 **Total = $1,215 x (30) Zone valve assemblies = $36,450**
- **ISD #709 School District personnel will assist the shut-down of the Fire Sprinkler and Alarm system if required.**
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State Fire Marshal Division of Minnesota, and the Authority Having Jurisdiction

We propose to perform the above work for the sum of: Thirty-Eight Thousand, Three Hundred Ninety-Five Dollars $38,395.00

Site visit - YES ☒ NO ☐

EXCLUSIONS

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Remodel of any systems outside the indicated area of work.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 10/9/2026. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal. General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT COMPANIES:

By: *Kenneth C. Schlais*
Signature

Kenneth C. Schlais
Print Name

Manager / Sales / Design
Summit Companies
Office:(218)-740-4412 c:218-522-0493

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____
Signature

Tammone Gunsch
Print Name

7/13/26
Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. Payment. Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. Limited Warranty. All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. Taxes. Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price

5. Unavoidable Delays. To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.

6. Access. Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.

7. Risk of Loss. Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.

8. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:
   (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.

   (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

9. Limitation of Liability and Remedies. The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.

10. Owner's Failure to Pay. If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. Binding Arbitration Agreement. Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.

12. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

AGREEMENT

THIS AGREEMENT, made and entered into this 03/18/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective on 06/29/2026 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.**
Ricky White will provide curriculum integration work with ISD709 on 07/20/2026

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

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

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

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

4. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of $500.

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

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

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

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

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

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

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

9. **Indemnity and defense of the District.**
Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo, ND 58104

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number — Date: 6/30/26

Program Director — Date: 6/29/26

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

CFO / Superintendent of Schools / Board Chair — Date

MINNESOTA STATE

Contract Number: LSC-2026-064602

P.O. _____

INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the ISD 0709 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:
   a. **STATE AGENCY'S DUTIES**
      The STATE AGENCY shall:
      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955, up to two (2) sections of MATH 0980, up to two (2) sections of MATH 0982, and up to four (4) sections of MATH 0970 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. **DUTIES OF MINNESOTA STATE**.
Minnesota State shall:
Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desktop computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

Schedule the pre-assessment at the semester start and post-assessment at the semester end.

Provide DAE with the required documentation including the number of hours each DAE student is participating in online homework systems (e.g. Pearson for math) on a monthly basis.

Provide DAE with student information upon DAE's request and only to the extent necessary to fulfill legitimate business purposes. DAE agrees to comply with FERPA regulations and will not disclose student information without the student's written consent.

2. **CONSIDERATION AND TERMS OF PAYMENT**.
   a. **Consideration** for all services performed by ISD 0709 pursuant to this Agreement shall be paid by the Lake Superior College as follows:

      Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of Nine Thousand One Hundred and 00/100 Dollars ($9,100.00) for instructional staff during the 2026-27 academic year.

   b. **Terms of Payment.** Payment shall be made promptly after the ISD 0709 has presented invoices for services.

3. **CONDITIONS OF PAYMENT.**
   All services provided by the ISD 0709 pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its authorized representative.

4. **TERMS OF AGREEMENT**. This Agreement shall be effective August 18, 2026, or upon the date that the final required signature is obtained by the Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2027, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.**
   This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

6. **AUTHORIZED REPRESENTATIVES.**
   a. The State Agency's authorized representative for the purposes of administration of this Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager, or their successor.
Address: 709 PORTIA JOHNSON DR, DULUTH, DULUTH, 55811
Telephone:+1 218-336-8725
E-Mail: angie.frank@isd709.org

b. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

Name and Title: Lisa Schlotterhausen, Interim VP of Academic and Student Affairs, or their successor.
Address: 2101 Trinity Road, Duluth, MN, 55811
Telephone: +1 218-336-8725
E-Mail: lisa.schlotterhausen@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. **ASSIGNMENT.**
Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. **AMENDMENTS.**
Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. **LIABILITY.**
Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ISD 0709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

ISD 0709 hereby assigns to Lake Superior College all rights, title and interest to the Materials ISD 0709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior Collegeto obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by ISD 0709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ISD 0709, its employees and any subcontractors and ISD 0709, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of ISD 0709 obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

b. ISD 0709 represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. **PUBLICITY**.
Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. **FERPA.**
The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

13. **CLERICAL ERROR.**
Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment. Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

14. **ENTIRE AGREEMENT.**
This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement

may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

15. **OTHER PROVISIONS**.
None.

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

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

APPROVED:

1. STATE AGENCY

ISD 0709

By (authorized signature) Simone Zunich Simone Zunich (Jul 28, 2026 14:06:11 CDT)
Title Exec. Dir. Finance & Business Services
Date 07/28/2026

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn M Lindell
Title Administrative Assistant
Date 07/29/2026

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Lisa Schlotterhausen Lisa Schlotterhausen (Jul 29, 2026 08:40:39 CDT)
Title Interim VP fpr Academic & Student Affairs
Date 07/29/2026

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) Nickoel Anderson
Title Vice President of Finance and Administration
Date 07/29/2026

UNIVERSITY OF MINNESOTA

Duluth Campus

College in the Schools
Office of the Registrar

139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth
and Independent School District 709

Term of Agreement: 2026- 2027

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public High Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2026-2027 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. **Hybrid and/or online course modalities may be approved by UMD on a course by course basis, please reach out to umdcits@d.umn.edu.** Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.

- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a course permission form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only.

    - The CITS class must maintain at least 70% of students enrolled in the course for college credit (Up to 30% of students may take the course for high school credit only). Any course not meeting this enrollment requirement, will need CITS program approval.

    - Students must maintain a minimum of a 2.5 UM GPA in order to remain eligible to take CITS courses.

    - The maximum number of UMD credits allowed during one semester for students participating in the UMD College in the Schools (CITS) program, Postsecondary Enrollment Options (PSEO), or a combination of both programs is 16 credits. For CITS courses that run all year, the credits will be divvied up among each semester (i.e. MATH 1296 is a 4 credit class that often runs all year, 2 credits will count towards the fall semester, and 2 credits will count towards the spring semester). Special permission will be required for students who wish to enroll in over 16 credits.

- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and World Languages classes (French and German) are limited to a maximum of 25 students, and Spanish is limited to a maximum of 30. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.

- Provide UMD CITS program staff with a copy of the final class syllabi and the paired assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.

- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum or another accommodation must be agreed upon. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.

- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.

- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.

- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration.

- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists.School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract

- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program

- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation

- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists

- Facilitate access to UMD student/faculty benefits and services, including: internet/email, library and tutoring resources

- Share course evaluations per term, along with generalized CITS survey and research information

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge $92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS drop deadline. Refunds after the drop deadline will be determined on a case-by-case basis. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in January.
- Spring semester enrollments are final in early April and are billed later in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in January.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in early April and are billed later in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zunich		
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva	Jen Larva	8/3/2

cc:
Tom Tusken, Principal, Denfeld High School
Kelly Flohaug, Principal, Duluth East High School

Addendum A

2026-2027 List of UMD CITS Courses
To Be Offered in ISD 709

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Spring	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria
MATH 1296	Calculus I	4	40	All Year	Lewis, Ed
PE 1616	Resistance Training	1	25		Marsolek, Stacia
PHYS 1001	Introduction to Physics	5	40	All Year	Borchardt, Joshua
POL 1011	American Government and Politics	3	40	Fall	Tremble, Kiah
SOC 1101	Introduction to Sociology	4	40	Spring	Hollinday, Gina
SPAN 1102	Beginning Spanish II	4	30	All Year	Cummins, Johanna
SPAN 1201	Intermediate Spanish I	4	30	All Year	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	30	All Year	Cummins, Johanna
WRIT 1120	College Writing	3	25	Fall/Spring	Macioce, Maria

Notes (Denfeld only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	Denfeld Registrar	Dena.Walczynski-filipovic	Dena.walczynski-filipovic@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	Julie.stauber@isd709.org Darcy.Motschenbacher@isd709.org

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall/Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Spring	Jones, Greg
GER 1102	Beginning German II	4	25	All Year	Lull, Emily
GER 1201	Intermediate German I	4	25	All Year	Lull, Emily
GER 1202	Intermediate German II	4	25	All Year	Lull, Emily
MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Resistance Training	1	25	Fall	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall/Spring	Nachbar, Catherine
SPAN 1102	Beginning Spanish II	4	30	All Year	Kovacovic, Laurie
SPAN 1201	Intermediate Spanish I	4	30	All Year	Kroll-Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	30	All Year	Kroll-Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall/Spring	Sorenson, Stuart

Notes (Duluth East only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	EHS Registrar	Jen Labelle	jennifer.labelle@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	Julie.stauber@isd709.org Darcy.Motschenbacher@isd709.org

Simone Zmich 8/3/26

IXL LEARNING™

UPGRADE QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1661647-2
DATE: JULY 7, 2026

TO:
Dale Uselman
Duluth Independent School District 709
709 Portia Johnson Dr.
Duluth, MN 55811

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Kristen Holland	A22-3537287	Through July 9, 2027	August 6, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET UNIT PRICE	NET PRICE
Grade 2 – Piedmont Elementary School Subjects: Math and ELA	75	$19.50	$19.50	$1,462.50
Grades 9-12 - Care & Treatment Chester Creek Academy Subjects: Math and ELA	25	$19.50	$19.50	$487.50
Grades 9-12 - Care & Treatment Rockridge Academy Subjects: Math and ELA	25	$19.50	$19.50	$487.50
Grade 2 - Lakewood Elementary School Subject: Math	50	$14.00	$14.00	$700.00
Grade 2- Laura MacArthur Elementary School Subject: Math	50	$14.00	$14.00	$700.00
Grades 9-12 - Care & Treatment Merritt Creek Academy Subject: Math & ELA	25	$19.50	$19.50	$487.50
Upgrade to 2-subjects or multiple subjects:				
Grades 3-8 – Care & Treatment Chester Creek Academy Subject: ELA	25	$14.00	$5.50	$137.50
Grades 3-8 – Care & Treatment Rockridge Academy Subject: ELA	25	$14.00	$5.50	$137.50

Grades 3-8 – Care & Treatment Merritt Creek Academy Subject: ELA	25	$14.00	$5.50	$137.50
Grades 3-8 – Piedmont Elementary School Subject: ELA	200	$14.00	$5.50	$1,100.00
			Total List Price	$8,175.00
			Savings	$2,337.50
			Total Net Price	$5,837.50

TOTALS	
Total Subscriptions List Price	$8,175.00
Total Savings	$2,337.50
Grand Total	$5,837.50

This quote with total savings of **$2,337.50** is valid until **August 6, 2026.**

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1661647-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

FOR REFERENCE ONLY

Once this order is processed, your subscription will include the following access.

POST-UPGRADE SUBSCRIPTIONS	QUANTITY
IXL site license, including:	
Grades 3-8 Subjects: Math and ELA	275
Grade 2 Subjects: Math and ELA	75
Grades 9-12 Subjects: Math and ELA	50
Grades K-4, 6-12 Subject: Math	3400
Grade 2 Subject: Math	100
Grades 9-12 Subject: Math	25

SALES CONTRACT

CONTRACT #1661647-1

June 26, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Dale Uselman
Duluth Independent School District 709 709
Portia Johnson Dr.
Duluth, MN 55811

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Kristen Holland	**A22-3537287**	**1661647-2**	**Through July 9, 2027**

PAYMENT PLAN

Amount	Invoice date
$5,837.50	**July 23, 2026**
TOTAL	**$5,837.50**

Price valid until August 6, 2026

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed and accepted the attached Terms and Conditions of Sale and that you agree to pay the full upgrade price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Simone Zunich **DATE** 8/3/26

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXLEXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETIONAND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICESHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract: Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com** Completed sales contracts should be emailed to your sales consultant.

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Susan Lehna, 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 7/1/26 and shall remain in effect until 8/31/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide substitute principal services for the Alternative Learning Center, including supervision of the seat-based program from 8:00 AM to 1:00 PM (or extended hours as needed) daily on Monday - Thursday, excluding the dates of May 10-19. The term for seat-based services will conclude on June 5, 2026. The contractor is available to extend services through June 30, 2026 depending on the programming required for summer session.

Substitute principal services include dealing with general school operations, general problem-solving and addressing student behaviors.

The work of the substitute principal will be overseen by the Director of Secondary Education. Time will be recorded and submitted for approval at the rate of $80/hour not to exceed the original contract amount of $12,000 on an Invoice/ Reimbursement form.

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

The 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.

**All highlighted sections must be complete before submitting to Business Services

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 $12,000 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2935 Lady Nicole Lane, Duluth MN 55803.

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

**All highlighted sections must be complete before submitting to Business Services

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.

Sue Lehra [redacted] 8/3/26

Contractor Signature SSN/Tax ID Number Date

8/3/26

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:

_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	611	211	303	305	000

Simone Zunich 8/3/26

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

**All highlighted sections must be complete before submitting to Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 08/05/26 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service**.
This Agreement shall be deemed to be effective on 08/05/26 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance**.
National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 31, 2026; September 1, 2026; October 19, 2026; January 22, 2027; February 8, 2027; March 1, 2027; May 3, 2027.

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

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

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

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

4. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses not to exceed $2500 for each of the identified Professional Development Dates.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

9. **Indemnity and defense of the District.**
Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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.

Scott-Y EIN 83 1840845 8/5/2026

Contractor Signature SSN/Tax ID Number Date

[signature] 8/5/2026

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Simone Zunich 8/6/26

CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2026

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

JENNIFER MURRAY

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Jennifer Murray (the "Parties") entered into the contract (the "Contract") dated September 2, 2025, for the purpose of providing services throughout the academic year to assist with American Indian Education.
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 $35,750.00.
    b. This amendment would increase the not to exceed amount to $45,750.00.

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.

Jennifer Murray (Jul 14, 2026 16:35:31 CDT) [redacted] Jul 14, 2026

Contractor Signature SSN or EIN Date

Program Director 7/14/26

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), (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	012	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. Finance & Business Services 7/14/26

Exec. Dir. Finance & Business Services Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Murray, 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: Jennifer is agreeing to provide at least 2 full days on site and attend all parent committee meetings. She can also work remotely other days to complete work. Marisa, Director for Advancing Equity, will serve as the primary contact for this work. She will work with Marisa to discuss the details for the above bulleted items. 35.75 days/8 hrs per day starting September 2, 2025. Her hourly rate will be $125 per hour, up to 8 hours per day, not to exceed $1,000 per day.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 11, 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:**

Jen Murray is agreeing to provide contracted services throughout this academic year to do the following:

- Complete current AIE State Aid Plan
- Provide training and support for AIE Parent Committees, including meeting preparation
- Premeetings with parent leaders and attend parent meetings
- Provide support and training for AIE Coordinator
- Assess the AIE Department structure and programming
- Assist with collaboration with AIE Tribes
- Assist with writing and completing the AIE Language Revitalization Grant

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

The 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 $35,750 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: Assist. Supt. Office , 709 Portia Johnson Drive, Duluth, MN 55811.

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

11. **Assignment.** 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.

Jennifer Murray [redacted] 12/22/25

Contractor Signature SSN/Tax ID Number Date

2/10/26

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	012	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

2/10/26

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

Murray Addendum.Signed 07.14.26

Final Audit Report 2026-07-14

Created:	2026-07-14
By:	Brett Mensing (brett.mensing@isd709.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALA3q96IoVwTbrar32wcbxraTPSoJdDls

"Murray Addendum.Signed 07.14.26" History

Document created by Brett Mensing (brett.mensing@isd709.org)
2026-07-14 - 3:13:50 PM GMT

Document emailed to Jennifer Murray (jenniferjohnson472006@gmail.com) for signature
2026-07-14 - 3:15:36 PM GMT

Email viewed by Jennifer Murray (jenniferjohnson472006@gmail.com)
2026-07-14 - 9:30:56 PM GMT

Document e-signed by Jennifer Murray (jenniferjohnson472006@gmail.com)
Signature Date: 2026-07-14 - 9:35:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-14 - 9:35:31 PM GMT

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 2, 2026 and shall remain in effect until June 9, 2027, 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.** Non-public Nursing Services by a Licensed School Nurse.

3. **Background Check.**

The 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 $30,515.00 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: Lora Thurston, 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 1215 Rice Lake Road, Duluth, MN 55811.

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.

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.

Cathy Ryan 41-0765672 7/15/26

Contractor Signature SSN/Tax ID Number Date

Lora Thurston July 14, 2026

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; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

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.

_____ 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

04	E	002	590	350	375	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erinne Zunich 7/16/26

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

No Cost Contracts Signed
July 2026

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**
Itasca Area Schools Collaborative	Special Services	Special Services programming needs for FY27
Lutheran Social Service of Minnesota	Child Nutrition	Lunch service for Foster Grandparent Program – LSSM pays for the meals

REGION 3 LOW INCIDENCE SERVICES AGREEMENT

(IASC Selling Low Incidence Service to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE,** hereinafter referred to as **"ISD 6070"**, and **INDEPENDENT SCHOOL DISTRICTS NO. 709 - DULUTH SCHOOL DISTRICT,** hereinafter referred to as **"DISTRICT"**.

RECITALS

The parties hereto recite and declare:

A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070. ISD 6070** desires and agrees to provide the special education services to **DISTRICT,** as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2026 and shall continue in full force and effect until the 30th day of June, 2027 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

SPECIAL EDUCATION SERVICES PROVIDED. ISD 6070 shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SERVICES.

A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Region 3 Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs. An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of low incidence services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.
G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.
J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

FY-27

REGION 3 LOW INCIDENCE SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: _____

By Lora Thurston

Its Director Special Services

Date 7/20/2026

By Simone Zunich

Its Exec. Dir. Business Services

Date 7/21/26

ISD #6070, Itasca Area Schools Collaborative:

By Barbara Kalmi (Jul 23, 2026 08:01:04 CDT)

Its iASC Chairperson

Date Jul 23, 2026

By _____

Its _____

Date _____

LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota

1605 Eustis Street, Suite 406

St. Paul, MN 55108

VOLUNTEER STATION: # 610, 611 & 615-621

Duluth School District

709 Portia Johnson Dr.

Duluth MN 55811

This addendum modifies the current Memorandum of Understanding between Lutheran Social Service of Minnesota Foster Grandparent Program and the Volunteer Station.

Effective July 1st, 2026, the following update applies:

Volunteer Stations may continue to provide meals to Foster Grandparent Program volunteers during their service hours.

In addition, Lutheran Social Service of Minnesota will provide a meal allowance to eligible volunteers who serve five or more hours per day, in accordance with Foster Grandparent program policy.

The meal allowance shall be aligned with the minimum adult lunch reimbursement rate established annually by the Minnesota Department of Education.

All other terms and conditions of the existing Memorandum of Understanding remain unchanged and in effect until a new MOU is fully executed.

By signing below, the Volunteer Station acknowledges and agrees to this addendum.

SPONSOR SIGNATURE

Lutheran Social Service of Minnesota

By: _____

Name: Brittany Thoms
Program Director

Date: _____

VOLUNTEER STATION SIGNATURE

By: Simone Zunich

Name: Simone Zunich
Title: Exec. Dir. Finance

Date: 8/3/26

Revenue Contracts Signed
July 2026

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
St. Louis County Family Services Collaborative	$86,150.00	TLE	Social Emotional Learning programming for FY27
Minnesota Pollution Control Agency	$2,475.00	Facilities	MPCA leases space on Laura MacArthur for air monitoring equipment

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Governing Board of the St. Louis County Family Services Collaborative (hereinafter referred to as the "Collaborative")

and

Duluth Public Schools (hereinafter referred to as the "District")

RECITALS

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives funds from the Federal Government. LCTS funds are designated by state statute for early intervention and prevention services in Minnesota communities.

WHEREAS, the Collaborative has established the FY27 Regional Social Emotional Learning (SEL) Programming Initiative to strengthen student well-being through evidence-based SEL programming across participating school districts.

NOW, THEREFORE, the Collaborative and the District agree to the following terms.

EFFECTIVE DATE

Start Date: July 1, 2026

End Date: June 30, 2027

APPROVED SEL PROGRAMMING

The District has been approved to implement the following Regional SEL Programming during the 2026–2027 school year:

Approved Program(s): Second Step, 7 Mindsets

Grade Level(s): K-5 (Second Step); 6-12 (7 Mindsets)

FUNDING AND REIMBURSEMENT

Maximum Award Amount: $86,150

Funding shall be provided on a reimbursement basis.

Reimbursement requests must include:

- Itemized invoices or receipts documenting eligible expenditures.
- Proof of payment for reimbursable expenses.
- Any additional documentation requested by the Collaborative to verify eligible expenses.

Reimbursement requests may be submitted throughout the project period after eligible expenses have been incurred and paid. Reimbursement will be issued upon receipt, review, and approval of all required documentation.

Submit reimbursement documentation to:

director@fscmn.org

DISTRICT RESPONSIBILITIES

The District agrees to:

- Implement the approved SEL program(s) identified in this Agreement with reasonable fidelity to the implementation plan submitted in its FY27 Regional SEL Curriculum Proposal.
- Utilize awarded funds only for approved eligible expenses.
- Maintain financial records related to expenditures.
- Cooperate with reasonable requests for documentation regarding implementation and expenditures.
- Comply with all applicable federal, state, and local laws, regulations, and district policies.

REPORTING REQUIREMENTS

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

The District agrees to submit the following using the attached Regional SEL Programming Evaluation Report Template:

- **Mid-Year Regional SEL Programming Evaluation Report** due **January 29, 2027**
- **Final Regional SEL Programming Evaluation Report** due **June 30, 2027**

Reports should include implementation information, student outcome measures, staff training, implementation fidelity, and other information requested within the evaluation template.

The District agrees to upload one or more examples of its fidelity monitoring tools or documentation to the shared Fidelity Check Samples folder referenced within the evaluation template.

Future Regional SEL Programming funding opportunities may be considered based on timely submission of required reports and satisfactory implementation progress.

OPTIONAL IMPLEMENTATION SITE VISIT

The District may elect to participate in an optional implementation site visit coordinated by the Regional SEL Programming Committee. Additional information will be provided during the 2026–2027 school year.

PUBLIC ACKNOWLEDGEMENT

The District agrees to acknowledge support from the St. Louis County Family Services Collaborative in communications, presentations, publications, or media related to the funded Regional SEL Programming, when appropriate.

CANCELLATION, DEFAULT, AND REMEDY

This Agreement shall remain in effect until its expiration unless terminated earlier.

Either party may terminate this Agreement with thirty (30) days written notice.

Changes in applicable laws, funding requirements, or program guidance may require modification or termination of this Agreement.

MUTUAL INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from claims, damages, or expenses arising from its own negligent acts or omissions under this Agreement.

DATA PRIVACY

The District agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all applicable state and federal data privacy requirements.

COMPLIANCE

The District agrees to comply with all applicable federal, state, and local laws, regulations, policies, and requirements governing the use of these funds.

DISTRICT SEL PROGRAM CONTACT

The District designates the following individual as the primary contact responsible for oversight of the Regional SEL Programming funded under this Agreement, including implementation coordination, reimbursement requests, and completion of required evaluation reports.

Name: Todd McGowan
Title: Mental Health, SDB, MTSS Coordinator
Email: todd.mcgowan@isd709.org
Phone: 218.336.8700 ext. 3094

The District may update the designated contact during the project period by notifying the St. Louis County Family Services Collaborative in writing.

SIGNATURES

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

By: John Magas
Name: John Magas
Title: Superintendent
School District: Duluth Public Schools
Date: 7/9/2026

By: Cassie Liubakka
Name: Cassie Liubakka
Title: Director
Organization: St. Louis County Family Services Collaborative
Date: July 9, 2026

Docusign Envelope ID: 73D15E8E-C3ED-8237-82D7-5B74D3FC3DBC

STATE OF MINNESOTA

MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0081**

This Lease Agreement is between **Duluth ISD 709**, 709 Portia Johnson Dr., Duluth, MN 55811 (LESSOR) and the State of Minnesota, **Department of Administration**, (LESSEE) acting for the benefit of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota

   1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School

   1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807

2. **TERM** This Lease Agreement is for a term of 60 months commencing January 1, 2027 and continuing through December 31, 2032 ("Lease Term").

3. **RENT** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars ($165.00) for each quarter, payable within 30 days of the end of each quarter

4. **DUTIES OF LESSOR**

   4.1 LESSOR shall provide LESSEE with access to the Leased Premises.

   4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.

5. **DUTIES OF LESSEE**

   5.1 LESSEE shall pay to LESSOR a fee for electrical usage to operate the monitoring equipment which is included in the rent amount referred to in Clause 3.

   5.2 LESSEE shall furnish all materials and services required for its use of Leased Premises.

Docusign Envelope ID: 73D15E8E-C3ED-8237-82D7-5B74D3FC3DBC

5.3 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

5.4 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

5.5 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

6. **LIABILITY** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

7. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice of termination to the other party

8. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

8.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

8.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Section, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR's response shall comply with applicable law, including that the response is timely. If LESSOR denies access to the data, LESSOR's response must reference the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

9. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

10. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between LESSOR and LESSEE relating in any manner to the Rent, LESSEE's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by LESSOR and LESSEE.

11. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

12. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

13. **NOTICES**

13.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 13.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service,

c. one (1) business day after deposited with an overnight courier service, or

d. via electronic brett.mensing@isd709.org ; kurt.anderson@state.mn.us; (provided such delivery or attempted delivery is confirmed).

13.2 Mailing Addresses:

LESSOR:
Duluth Public Schools-709
Attn: Brett S. Mensing
709 Portia Johnson Dr.
Duluth, MN 55811
Ph#: 218-336-8704

LESSEE:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155
With a copy to:
Minnesota Pollution Control Agency
520 Lafayette Rd. N
St. Paul, MN 55115
Attn: Kurt Anderson (EAO Supervisor)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby

LESSOR:
DULUTH INDEPENDENT SCHOOL DISTRICT 709
Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

By Brett Mensing
BC36CA1A7625434...

Title Simone Zunich, Exec Dir. of Finance and Business Services Date: August 4, 2026

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:

By
Signed by:
B340E366942B4F6...

Title Operations Division Director

Date August 5, 2026

Cc: Department of Administration, Real Estate and Construction Services

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

By Kurt Soular
DocuSigned by:
AAC2AB7A9D2A400...

Date August 4, 2026

Purchase Order No.: 3000042486
SWIFT ID: 294664 AI#: 265718 PRO20260502

APPROVED:
STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

By Vickie Blomgren
Signed by:
8E4D4D90520F4C6...

Title Assistant Division Director

Date August 5, 2026

Grant Applications

July 2026

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
Duluth Preschool	Ira Teng	MN Vision Health (SEVA Foundation)	$20,000.00	Access to vision exams focus on Native Americans and getting glasses
Myers-Wilkins	Kaitlin Erpestad	Myers-Wilkins PTO	$3,500.00	The funds will be used to launch Phase 2 of the Youth Leadership Program and Recess Reboot at Myers-Wilkins. We will bring Playworks MN to Myers-Wilkins to launch the second year of the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day.
Myers-Wilkins	Kaitlin Erpestad	St. Louis County Family Services Collaborative	$10,000.00	Myers-Wilkins Elementary School PTO is requesting $10,000 to support its 2026–27 Youth Leadership Program. With the support of a dedicated AmeriCorps member, approximately 45 fourth- and fifth-grade students will build leadership skills while helping create a healthy, active, and welcoming school community for all 460 students by bringing classic games to recess.

Myers-Wilkins	Kaitlin Erpestad	Victory Fund	$5,000.00	The funds will be used to launch Phase 2 of the Youth Leadership Program and Recess Reboot at Myers-Wilkins. We will bring Playworks MN to Myers-Wilkins to launch the second year of the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day.
Laura MacArthur	Carrie Thompson	Peacemaker Minnesota	$1,000.00	These funds would be applied directly to the Youth Frontiers Assembly for our 4th and 5th grade students reducing the funds needed to bring this experience to our classrooms.

Change Orders Signed
July 2026

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
Diversified Paving	Facilities	Basketball hoop pole installation at Lester Park (+$995.00)
Ulland Brothers	Facilities	Additional bituminous pavement at the entrance to the back-of-house parking area at Lowell (+$29,135.22)
Wolf River Electric Company	Facilities	Flagpole lighting and miscellaneous changes at Lincoln Park (+$18,965.05)
Pinnacle Wall Systems	Facilities	ASI-2 Elevator changes and May field work orders at First Street Buildout (+$22,262.00)
Sorlie Acoustics	Facilities	Metal for ceiling transitions at First Street Buildout (+$4,145.00)
Harbor City Masonry	Facilities	May field work orders at First Street Buildout (+$13,762.71)
Intercon Group, Inc.	Facilities	May field work orders and ASI-2 swing additional hardware at First Street Buildout (+$14,786.00)

CHANGE ORDER: Lester Park Elementary Basketball Court Invoice

Invoice No: 26-0143-2
Date: 7/23/2026
Terms: Due on receipt
Date due: 7/23/2026

Pay to: 23633 66th Ave
Saint Augusta, MN 56301

Bill to: Bryan Brown
ISD #709 Duluth Schools

Service	Description	Price
Basketball Hoop Pole Installation	Auger a 9" hole 5' deep for basketball hoop pole Install basketball hoop pole Install concrete anchor around basketball hoop	$995.00
Subtotal		$995.00
Balance Due		**$995.00**

Bryan J. Brown
7/24/26

CHANGE ORDER NO.: 1

Owner:	Duluth Public Schools	Owner's Project No.:	1345
Engineer:	Design Tree Engineering, Inc.	Engineer's Project No.:	12525005
Contractor:	Ulland Brothers	Contractor's Project No.:	
Project:	Lowell Elementary Parking Lot Improvements Bid # 1345		
Contract Name:	Lowell Elementary Parking Lot Improvements Bid # 1345		
Date Issued:	07/20/2026	Effective Date of Change Order:	07/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description: Additional bituminous pavement restoration at the entrance to the back-of-house parking area included in phase 1.

Attachments: PR-1 document, Change Order 1 pricing from contractor.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 362,000.00	Original Contract Times: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026
Increase from previously approved Change Orders No. 0 to No. 0: $ 0.00	**Increase** from previously approved Change Orders No.1 to No. 0: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 362,000	Contract Times prior to this Change Order: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026
Increase this Change Order: $ 29,135.22	**Increase** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 391,135.22	Contract Times with all approved Change Orders: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026

Recommended by Engineer (if required)

By: Michael Erdan

Title: Civil Engineer/Project Manager

Date: 07/20/2026

Authorized by Owner

By: Ryan J. Brun

Title: Facilities Manager

Date: 7/21/2026

Erinne Zuniech

EJCDC® C-941, Change Order.
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WORK CHANGE PROPOSAL REQUEST

Proposal Request No. 1
Project: Lowell Elementary Parking Lot Improvements Bid #1345
Project Location: 2000 Rice Lake Rd, Duluth, MN 55811
Date: 06/19/2026
To: Kevin Hayward (Ulland)
CC: Bryan Brown (Duluth Public Schools)

This is a notice of contemplated change for which a quotation is requested. Please attach an itemized quotation for the changes to the Contract Sum as described below. The price submitted for the contemplated change shall show breakdown of equipment, material and labor and shall include mark-up and tax where applicable. The price submitted is to be full and final and shall include original subtrade and supplier quotations and supporting calculations and include all direct, indirect and related impact costs. The submission shall include any adjustments in Contract Time.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION OF PROPOSED WORK CHANGES:

Item No 01: Drawing C101 – Phase 1 Existing Conditions.
- a) Project extents expanded, shown for reference only.

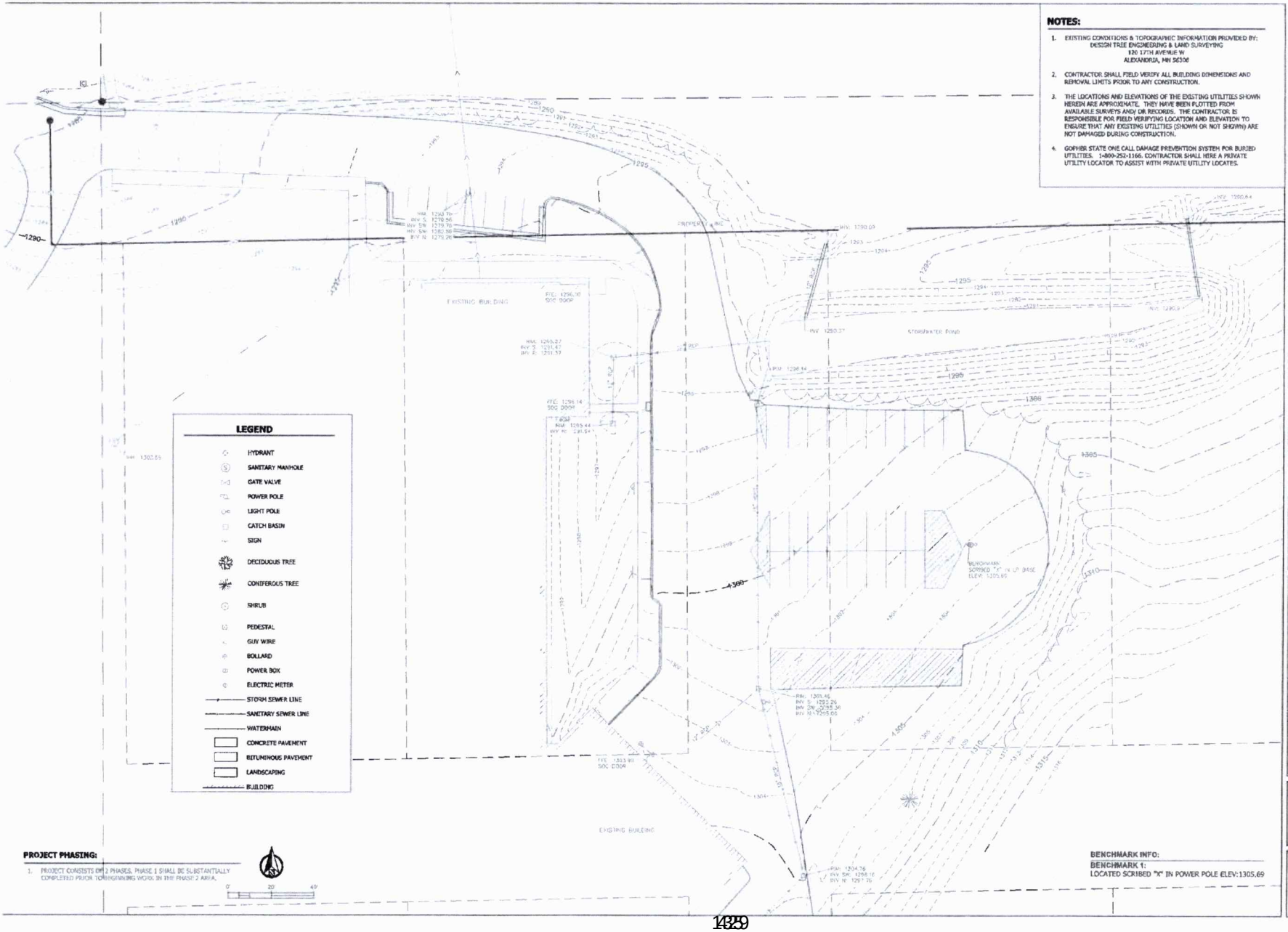
Item No 02: Drawing C201 – Phase 1 Removal Plan
- a) Expand bituminous pavement removal limits as shown on the drawing.

Item No 03: Drawing C301 – Phase 1 Site Plan
- a) Expand bituminous pavement reconstruction limits as shown on the drawing.
- b) Add crosswalk striping as shown on the drawing.

Item No 04: Drawing C401 – Phase 1 Grading Plan
- a) Revise grading to accommodate site plan revisions as shown on the drawing.

Item No 05: Drawing C501 – Phase 1 Erosion Control Plan
- a) Revise erosion control extents and quantities as shown on the drawing.

ATTACHMENTS:
Item No 01: Drawing C101 – Phase 1 Existing Conditions.
Item No 02: Drawing C201 – Phase 1 Removal Plan
Item No 03: Drawing C301 – Phase 1 Site Plan
Item No 04: Drawing C401 – Phase 1 Grading Plan
Item No 05: Drawing C501 – Phase 1 Erosion Control Plan



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Corporate Office:
120 17th Ave W Alexandria, MN 56308
320-762-1941

Lowell Elementary

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

PRINTED NAME: MICHAEL J. GERBER

DATE: 02/27/2026 LICENSE #: 58653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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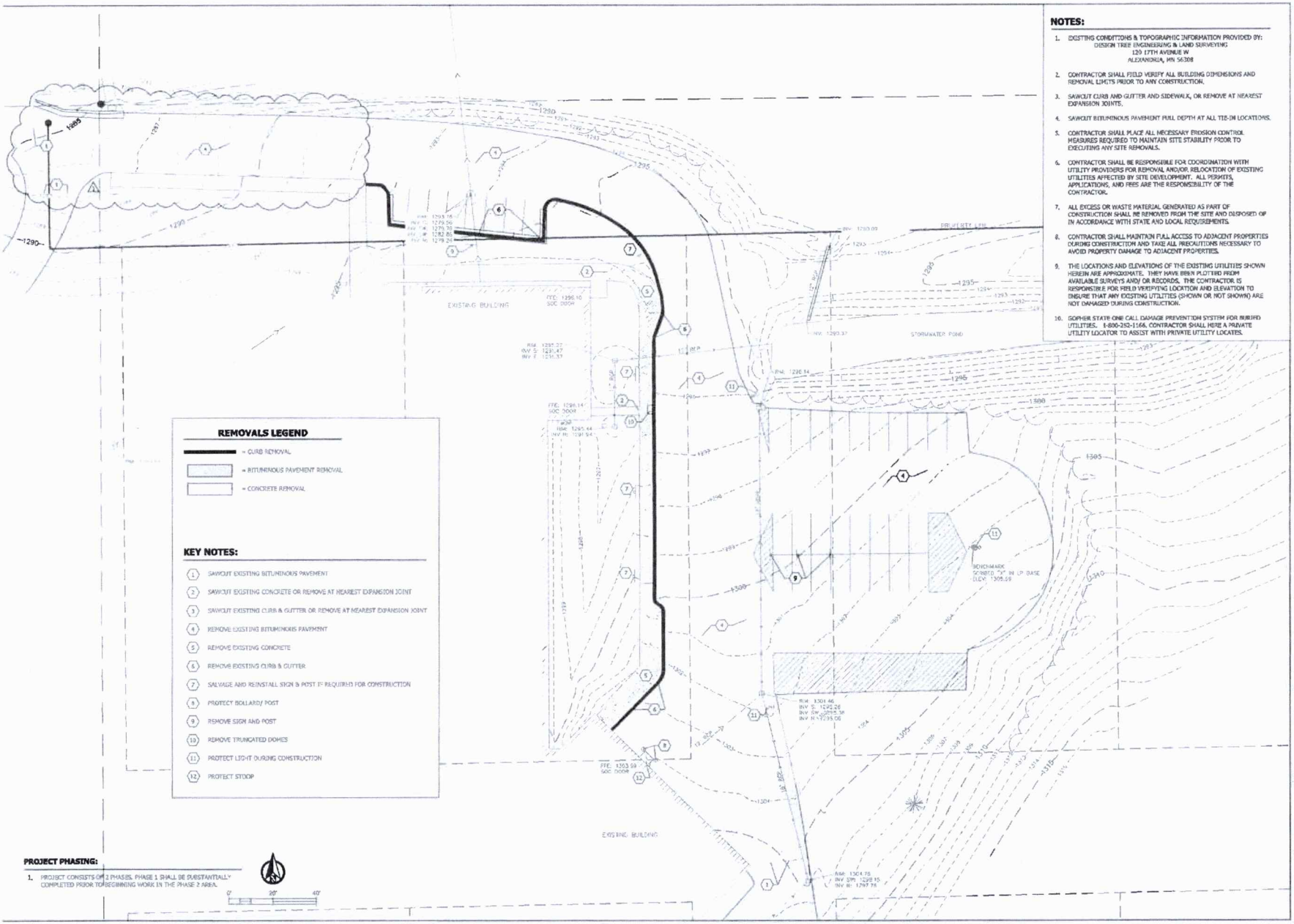
DRAWN BY: JEN
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2026	PR 1

PHASE 1 EXISTING CONDITIONS

DRAWING NO.

C101



NOTES:

1. EXISTING CONDITIONS & TOPOGRAPHIC INFORMATION PROVIDED BY:
   DESIGN TREE ENGINEERING & LAND SURVEYING
   120 17TH AVENUE W
   ALEXANDRIA, MN 56308
2. CONTRACTOR SHALL FIELD VERIFY ALL BUILDING DIMENSIONS AND REMOVAL LIMITS PRIOR TO ANY CONSTRUCTION.
3. SAWCUT CURB AND GUTTER AND SIDEWALK, OR REMOVE AT NEAREST EXPANSION JOINTS.
4. SAWCUT BITUMINOUS PAVEMENT FULL DEPTH AT ALL TIE-IN LOCATIONS.
5. CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS, AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL EXCESS OR WASTE MATERIAL GENERATED AS PART OF CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
8. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
9. THE LOCATIONS AND ELEVATIONS OF THE EXISTING UTILITIES SHOWN HEREIN ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/ OR RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATION AND ELEVATION TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

PROJECT PHASING:

1. PROJECT CONSISTS OF 2 PHASES. PHASE 1 SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO BEGINNING WORK IN THE PHASE 2 AREA.

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Corporate Office
120 17th Ave W Alexandria, MN 56308
888-218-1976

Lowell Elementary

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PRINTED NAME: MICHAEL J. GERBER

DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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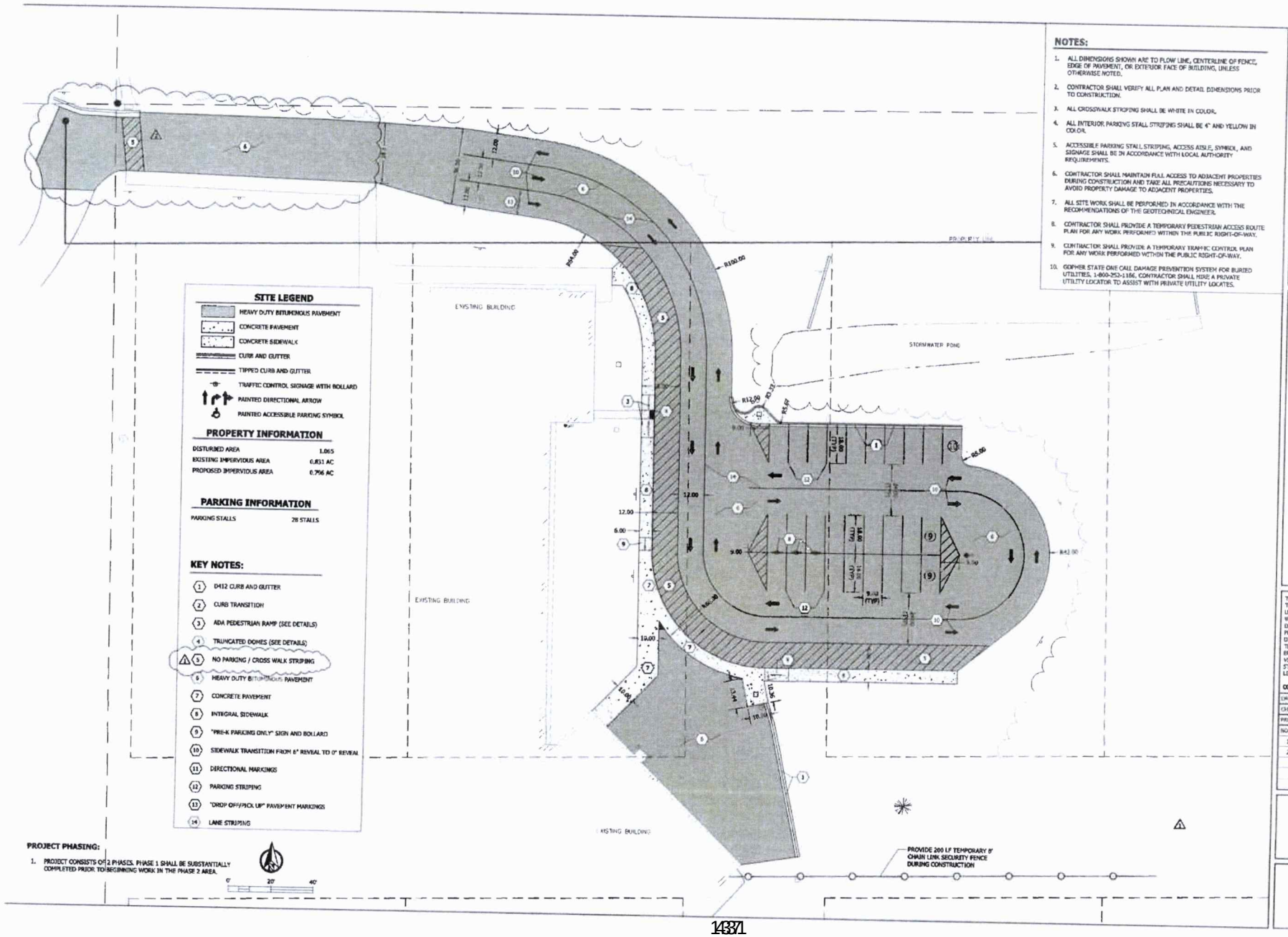
DRAWN BY: JEH
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2025	PR 1

PHASE 1 REMOVAL PLAN

DRAWING NO.

C201



PROJECT PHASING:

1. PROJECT CONSISTS OF 2 PHASES. PHASE 1 SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO BEGINNING WORK IN THE PHASE 2 AREA.

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FLOW LINE, CENTERLINE OF FENCE, EDGE OF PAVEMENT, OR EXTERIOR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY ALL PLAN AND DETAIL DIMENSIONS PRIOR TO CONSTRUCTION.
3. ALL CROSSWALK STROPING SHALL BE WHITE IN COLOR.
4. ALL INTERIOR PARKING STALL STRIPING SHALL BE 4" AND YELLOW IN COLOR.
5. ACCESSIBLE PARKING STALL STRIPING, ACCESS AISLE, SYMBOL, AND SIGNAGE SHALL BE IN ACCORDANCE WITH LOCAL AUTHORITY REQUIREMENTS.
6. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
7. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
8. CONTRACTOR SHALL PROVIDE A TEMPORARY PEDESTRIAN ACCESS ROUTE PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
9. CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

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Corporate Office
130 19th Ave W Alexandria, MN 56308
888-216-1916

Lowell Elementary

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

PRINTED NAME: MICHAEL J. GERBER
DATE: 03/27/2026 LICENSE #: 58653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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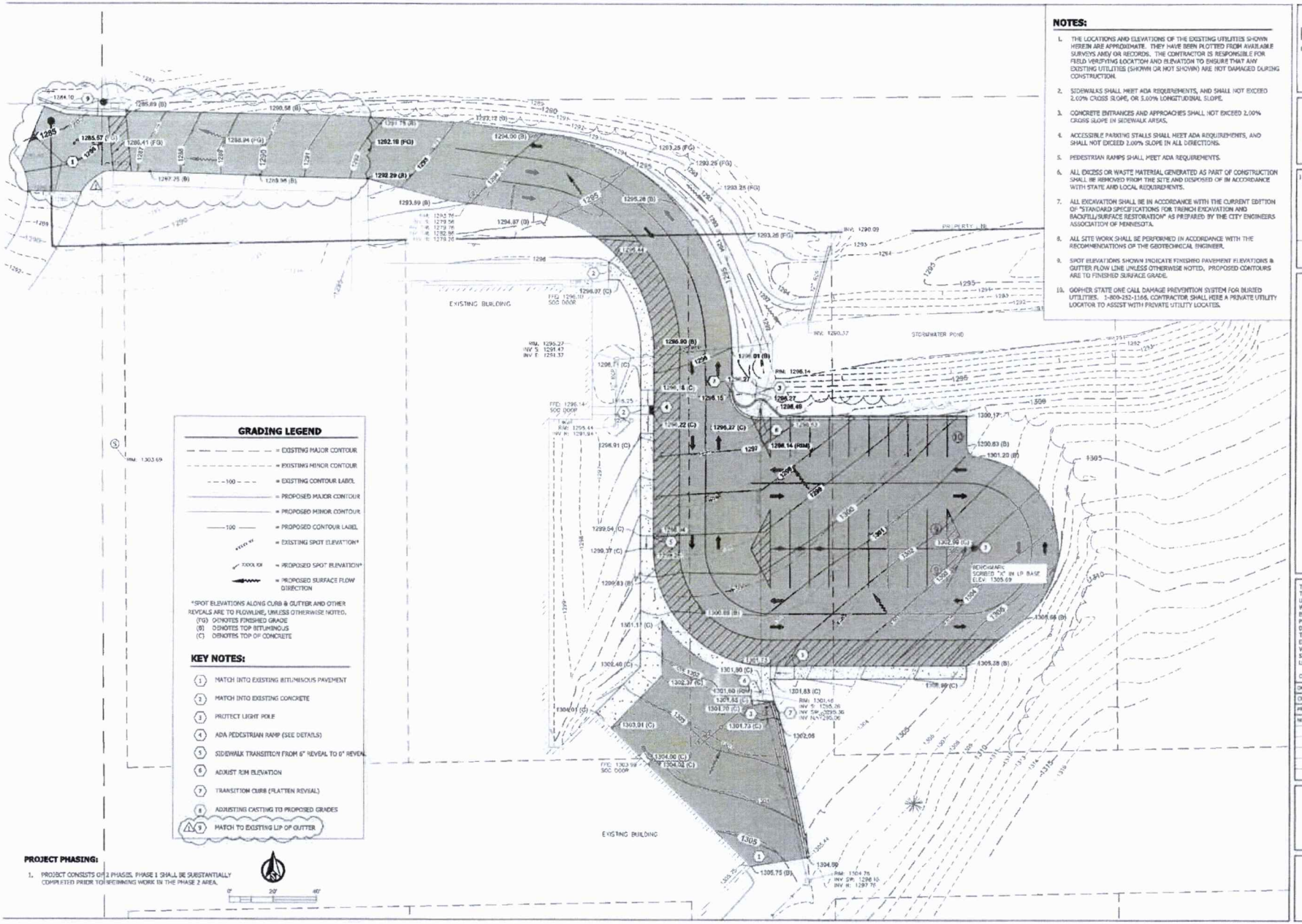
DRAWN BY: JEN
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	03/26/2026	ADDENDUM 1
2	08/19/2026	PR 1

PHASE 1 SITE PLAN

DRAWING NO.

C301



NOTES:

1. THE LOCATIONS AND ELEVATIONS OF THE EXISTING UTILITIES SHOWN HEREIN ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATION AND ELEVATION TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION.
2. SIDEWALKS SHALL MEET ADA REQUIREMENTS, AND SHALL NOT EXCEED 2.00% CROSS SLOPE, OR 5.00% LONGITUDINAL SLOPE.
3. CONCRETE ENTRANCES AND APPROACHES SHALL NOT EXCEED 2.00% CROSS SLOPE IN SIDEWALK AREAS.
4. ACCESSIBLE PARKING STALLS SHALL MEET ADA REQUIREMENTS, AND SHALL NOT EXCEED 2.00% SLOPE IN ALL DIRECTIONS.
5. PEDESTRIAN RAMPS SHALL MEET ADA REQUIREMENTS.
6. ALL EXCESS OR WASTE MATERIAL GENERATED AS PART OF CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
7. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
8. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
9. SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

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Corporate Office
120 17th Ave W Alexandria, MN 56308
218-216-1298

Lowell Elementary

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

PRINTED NAME: MICHAEL J. GRUBER
DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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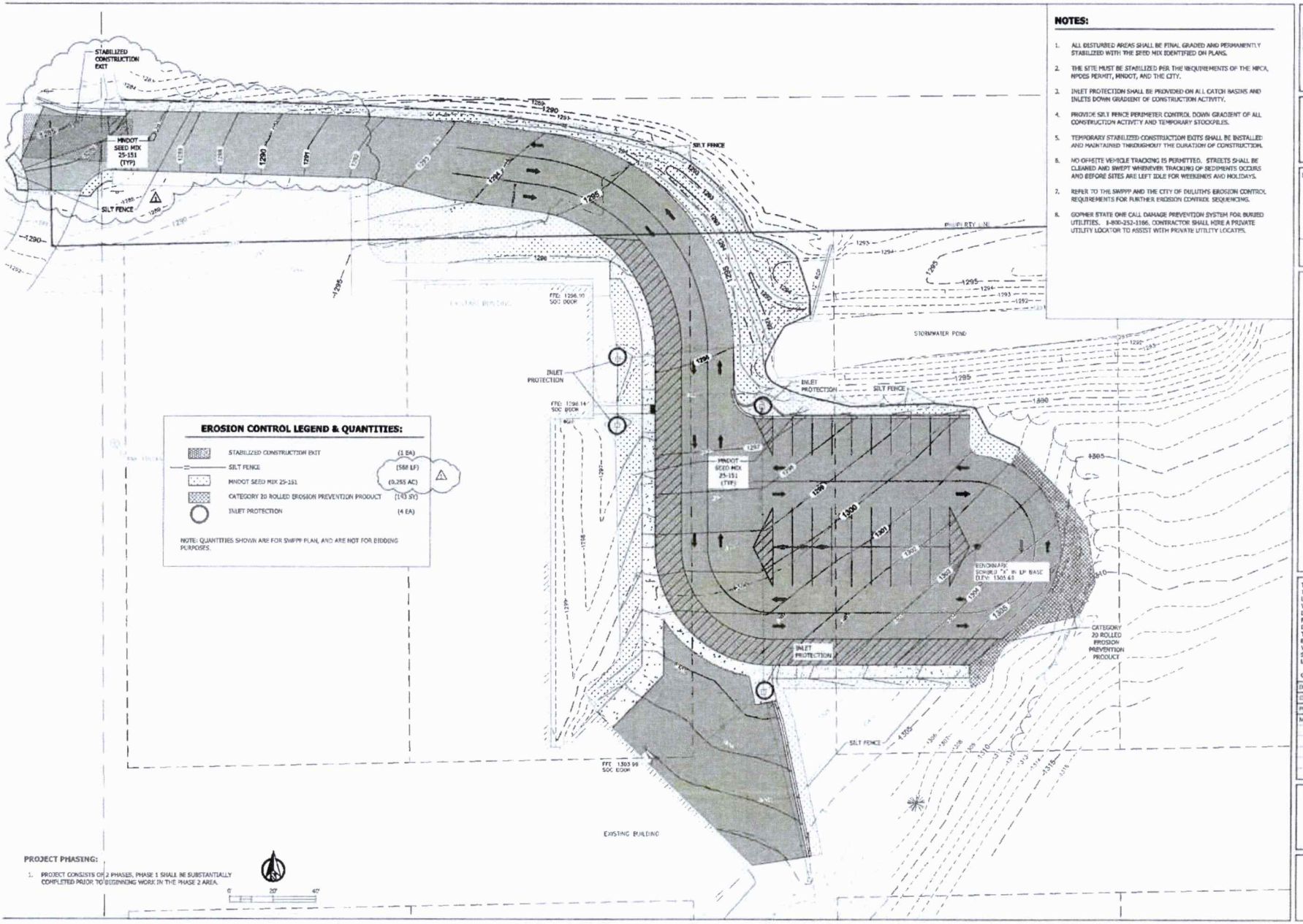
DRAWN BY: JEN
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2025	PR 1

GRADING PLAN PHASE 1

DRAWING NO.

C401



NOTES:

1. ALL DISTURBED AREAS SHALL BE FINAL GRADED AND PERMANENTLY STABILIZED WITH THE SEED MIX IDENTIFIED ON PLANS.
2. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES PERMIT, MNDOT, AND THE CITY.
3. INLET PROTECTION SHALL BE PROVIDED ON ALL CATCH BASINS AND INLETS DOWN GRADIENT OF CONSTRUCTION ACTIVITY.
4. PROVIDE SILT FENCE PERIMETER CONTROL DOWN GRADIENT OF ALL CONSTRUCTION ACTIVITY AND TEMPORARY STOCKPILES.
5. TEMPORARY STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
6. NO OFFSITE VEHICLE TRACKING IS PERMITTED. STREETS SHALL BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS.
7. REFER TO THE SWPPP AND THE CITY OF DULUTH'S EROSION CONTROL REQUIREMENTS FOR FURTHER EROSION CONTROL SEQUENCING.
8. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

DESIGN TREE
engineering + land surveying
Corporate Office:
120 17th Ave W Alexandria, MN 56308
888-276-1916

Lowell Elementary

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

PRINTED NAME: MICHAEL J. GERBER
DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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DRAWN BY: JEN
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2026	PR 1

EROSION CONTROL PLAN PHASE 1

DRAWING NO.

C501

Change Order 1

ULLAND BROTHERS
PO Box 340 • Cloquet, MN 55720
Cloquet Phone (218) 384-4266 • Fax (218) 384-4110
Virginia Phone (218) 262-3406 • Fax (218) 262-5348

DATE 14-Jul-2026

SUBMITTED TO: Duluth Public Schools

PROJECT NAME: Parking Lot Additon

PROJECT LOCATION: LOWELL SCHOOL

UBI Contact: Kevin Hayward 218-576-2502 khayward@ulland.com

Description

Ulland Brothers Inc. is a Union Contractor	Units	Quantity	Unit Price	Extension
Bituminous Removal	LS	1	$5,621.00	$5,621.00
Common Excavation	LS	1	$4,180.00	$4,180.00
Place Class 5	LS	1	$2,250.00	$2,250.00
Bituminous Sufacing	LS	1	$16,060.00	$16,060.00
Silt Fence	LS	1	$565.00	$565.00
Turf Establisment	LS	1	$209.22	$209.22
Striping	LS	1	$250.00	$250.00
BID TOTAL				**$29,135.22**

Notes:

1) This quotation is based solely on the scope of work requested for Lowell School Change Order No. 1.

THANK YOU FOR THE OPPORTUNITY TO QUOTE, IF YOU HAVE ANY QUESTIONS PLEASE CALL.

TERMS

☐ MATERIAL SALES - SALES TAX **NOT** INCLUDED- NET 30 DAYS - NO RETAINAGE WITHHELD

☐ PAYABLE UPON COMPLETION OF WORK - NO RETAINAGE WITHHELD

☒ OTHER: This quote is valid for 30 days.

Payment terms: From an owner; net 30 days after receiving pay request. Prime Contractor; 10 days after receipt of payment by owner.

Balance beyond the 30 days will be subject to a 1.5% finance charge.

Please take notice:

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 such parties have no direct contractual relationship with the owner.

Minnesota law permits the owner to withhold from his contractor so much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly such liens and deduct the cost thereof from the contract price, or withhold amounts from his contractor until the expiration of 90 days from the completion of such improvements unless the contractor furnishes to the owner waivers of claims for mechanic's liens signed by persons who furnished any labor or material for the improvement and who provided the owner with timely notice.

ACCEPTANCE OF BID

Ulland Brothers, Inc.

The above specifications and contracts are satisfactory, and (I) (we) hereby authorize the performance of this work.

Kevin Hayward _____

_____

Docusign Envelope ID: 458E7EFF-9BF8-842C-838C-267CFD8CE58E

CCO #004

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #004: Wolf River CO 04 - PR #03

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	6/19/2026	**CREATED BY:**	Justin Maaninga **(ICS - Park Rapids, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Design Development
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$18,965.05

DESCRIPTION:
CE #004 - PR-03 Flagpole Lighting and Miscellaneous Changes
Scope of work per PR #3, pricing per the attached Wolf River proposal.

ATTACHMENTS:
Lincoln Park MS PR 3 (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	PR-03 Flagpole Lighting and Miscellaneous Changes	Other	$ 18,965.05
			Subtotal:	$18,965.05
			Grand Total:	**$18,965.05**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 27,462.65
The contract sum prior to this Change Order was	$ 976,077.65
The contract sum would be changed by this Change Order in the amount of	$ 18,965.05
The new contract sum including this Change Order will be	$ 995,042.70

The contract time will not be changed by this Change Order by 0 days

DS
BB 6/22/2026

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040

Signed by:
Fatima Dzaferovic 6/19/2026
SIGNATURE DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413

DocuSigned by:
Justin Maaninga 6/19/2026
SIGNATURE DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Simone Burich 8/5/2026
SIGNATURE DATE

Docusign Envelope ID: 458E7EFF-9BF8-842C-838C-267CFD8CE58E

Lincoln Park MS- PR 3

Wolf River Electric
100 Isanti Pkwy, Isanti, MN 55040

Date : **5/21/26**

PCO #:

Project Manager: Fatima

PR/SI # 3

COST SUMMARY

Description		Cost		Notes/Attachments
Labor Total	$	2,240.00		(Auto Fill from Sub-Total Below)
Materials and Equipment Total	$	9,939.00		(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	$	882.09		<<< Provide Sales/Use Tax Total
Self Performed Subtotal	**$**	**13,061.09**		
Overhead	$	1,306.10	10%	
Self Performed Total	**$**	**14,367.10**		
Subcontractors	$	4,379.00		Auto Fill from Sub-Total Below
	$	218.95	5%	
Subcontractor Total	**$**	**4,597.95**		Boring Sub
TOTAL COST OF CHANGE	**$**	**18,965.05**		

Signature: _____

Contractor acknowledges no other Costs asscciated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
PVC UG, LB's, tie in	3	hours	$ 140.00	$ 420.00
Pole bases	6	hours	$ 140.00	$ 840.00
Flood Lights	4	hours	$ 140.00	$ 560.00
Site work	3	hr	$ 140.00	$ 420.00
Sub-Total				**$ 2,240.00**

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
RAB Flagpole Lights	2	ea	$419	$ 838.00
Lighting control- no change	1	ea		$ -
Add house shiled to AA2	1	ea	7835	$ 7,835.00
PVC, 90's, fittings	8	ea	53	$ 424.00
Sonotube, rebar cage, ground rod, clamp	2	ea	$ 377.00	$ 754.00
rigid, fittings	2	ea	$ 44.00	$ 88.00
		ea		$ -
				$ -
Sub-Total				**$ 9,939.00**

Sub-Contractor Proposals	Description of Work	Total Cost
		$ -
		$ -
		$ -
		$ -
Sub-Total	*(Attach Sub-Contractor Proposals)*	**$ -**

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

ISD 709 Duluth Public Schools

CCO #006

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #006: Pinnacle CO #006

CONTRACT COMPANY:	**Pinnacle Wall Systems** 4849 White Bear Parkway White Bear Lake, Minnesota 55110	**CONTRACT FOR:**	S23075-005:WS 05 - Gypsum Assemblies
DATE CREATED:	6/29/2026	**CREATED BY:**	Jason Filipek **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$22,262.00

DESCRIPTION:
CE #084 - ASI-2 elevator changes: $3,095.00

CE #086 - field work orders- May: $19,187.00

ATTACHMENTS:
DNT 25221 - PINNACLE WALL SYSTEMS - 13087.pdf DNT 25221 - PINNACLE WALL SYSTEMS - 13082.pdf DNT 25221 - PINNACLE WALL SYSTEMS - 13077.pdf ASI 2 - DNT - PINNACLE WALL 25221 - REVISED.pdf

CHANGE ORDER LINE ITEMS:
CCO #006

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems	Misc change related to elevator door opening	Other	$ 3,095.00
2	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13077	Other	$ 2,802.00
3	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13082	Other	$ 14,366.00
4	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13087	Other	$ 1,999.00
			Subtotal:	$22,262.00
			Grand Total:	**$22,262.00**

The original (Contract Sum)	$ 1,065,000.00
Net change by previously authorized Change Orders	$ 103,107.00
The contract sum prior to this Change Order was	$ 1,168,107.00
The contract sum would be changed by this Change Order in the amount of	$ 22,262.00
The new contract sum including this Change Order will be	$ 1,190,369.00
The contract time will not be changed by this Change Order by	

ISD 709 Duluth Public Schools

CCO #006

DS

BB

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake Minnesota 55110

Signed by:
Sam Caspers
545CA02B1EB04C7...

SIGNATURE **DATE**
7/1/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:
Jason Filipek
E24F9BFB2B28427...

SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Simone Bunich
3DAA09D0FEB545E...

SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Tuesday, June 2, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13087*
	Duluth, MN 55802	**Reference Date:**	*6/2/2026*

Description of work ADDED / DELETED: Infill above door 127 - frame, rock & tape opening around new ductwork

COST SUMMARY:

Labor:

General Superintendent:		Hours @ $148.00	/ Hour		$0.00
Carpenter Foreman:	1	Hours @ $116.00	/ Hour		$116.00
Taper Foreman:		Hours @ $113.00	/ Hour		$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @ $114.00	/ Hour		$0.00
Carpenter:	8	Hours @ $111.00	/ Hour		$888.00
Taper:	2	Hours @ $110.00	/ Hour		$220.00
Laborer/Tender:		Hours @ $110.00	/ Hour		$0.00
Lather/Plasterer/Fireproofer:		Hours @ $110.00	/ Hour		$0.00
Overtime:		Hours @ $52.00	/ Hour		$0.00
Total Clean Up Costs: Laborer / Tender		Hours @ $110.00	/ Hour		$0.00
			Total Labor Cost		**$1,224.00**

Materials:

Materials:	10 3 5/8" studs, 2 track, 4 sheets gwb, mud, tape, associated fasteners		$462.00
		Total Material Cost:	**$462.00**

General Conditions:

PWS owned equipment % of Labor Cost:	5%		$61.20
Equipment:			
Delivery / pick up expense:			
Per Diem (travel pay, parking):			$70.00
		Total General Conditions Cost:	**$131.20**

Overhead and Profit / Markups	Total Material Cost		$462.00
	Markup on Materials	10%	46.20
	Total Labor Cost		$1,224.00
	General Conditions Cost		$131.20
	Markup on Labor / General Conditions / Equipment	10%	$135.52
	Bond		$0.00
	Grand Total:		**$1,999**
	Total Labor:		$1,491
	Total Materials:		$508

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Tuesday, June 2, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13082*
	Duluth, MN 55802	**Reference Date:**	*6/2/2026*

Description of work ADDED / DELETED: Patch, laminate and skim existing block walls, new block walls and old plaster

COST SUMMARY:

Labor:					
General Superintendent:		Hours @	$148.00	/ Hour	$0.00
Carpenter Foreman:	2	Hours @	$116.00	/ Hour	$232.00
Taper Foreman:		Hours @	$113.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @	$114.00	/ Hour	$0.00
Carpenter:	16	Hours @	$111.00	/ Hour	$1,776.00
Taper:		Hours @	$110.00	/ Hour	$0.00
Laborer/Tender:		Hours @	$110.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer:	58	Hours @	$110.00	/ Hour	$6,380.00
Overtime:		Hours @	$52.00	/ Hour	$0.00
Total Clean Up Costs: Laborer / Tender		Hours @	$110.00	/ Hour	$0.00
				Total Labor Cost	**$8,388.00**

Materials:		
Materials:	3 sheets gwb, 10 bead, 1 gallon plaster weld, 9 bags structolite, 13 boxes mud, 2 tubes drywall adhesive	$3,778.00
	Total Material Cost:	**$3,778.00**

General Conditions:		
PWS owned equipment % of Labor Cost:	5%	$419.40
Equipment:		
Delivery / pick up expense:		
Per Diem (travel pay, parking):		$475.00
	Total General Conditions Cost:	**$894.40**

Overhead and Profit / Markups		
Total Material Cost		$3,778.00
Markup on Materials	10%	377.80
Total Labor Cost		$8,388.00
General Conditions Cost		$894.40
Markup on Labor / General Conditions / Equipment	10%	$928.24
Bond		$0.00
Grand Total:		**$14,366**
Total Labor:		$10,211
Total Materials:		$4,156

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Monday, May 4, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	*25,221*
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13077*
	Duluth, MN 55802	**Reference Date:**	*4/30/2026*

Description of work ADDED / DELETED: Build chase around existing pipe - laminate over existing block to create finished corners

COST SUMMARY:

Labor:

General Superintendent:		Hours @	$148.00	/ Hour	$0.00
Carpenter Foreman:	1	Hours @	$116.00	/ Hour	$116.00
Taper Foreman:		Hours @	$113.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @	$114.00	/ Hour	$0.00
Carpenter:	8	Hours @	$111.00	/ Hour	$888.00
Taper:	7	Hours @	$110.00	/ Hour	$770.00
Laborer/Tender:		Hours @	$110.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer:		Hours @	$110.00	/ Hour	$0.00
Overtime:		Hours @	$52.00	/ Hour	$0.00
Total Clean Up Costs: Laborer / Tender		Hours @	$110.00	/ Hour	$0.00
				Total Labor Cost	**$1,774.00**

Materials:

Materials: 4 studs, 1 track, 8 sheets gwb, 5 beads, 3 boxes mud, tape, glue, fasteners	$585.00
Total Material Cost:	**$585.00**

General Conditions:

PWS owned equipment % of Labor Cost:	5%	$88.70
Equipment:		
Delivery / pick up expense:		
Per Diem (travel pay, parking):		$100.00
Total General Conditions Cost:		**$188.70**

Overhead and Profit / Markups

Total Material Cost		$585.00
Markup on Materials	10%	58.50
Total Labor Cost		$1,774.00
General Conditions Cost		$188.70
Markup on Labor / General Conditions / Equipment	10%	$196.27
Bond		$0.00
Grand Total:		**$2,802**
Total Labor:		$2,159
Total Materials:		$644

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

June 5, 2026

Jason Filipek
ICS
525 Lake Ave S, Suite 222
Duluth, MN 55802

Regarding: Duluth Public Schools, ISD 709 – DNT Building, Pinnacle Job #25221
Duluth, MN

Pricing for Change Event #084 – ASI-2 Elevator Changes

Additional labor and materials to account for laminating gypsum board over CMU at elevators. ASI documents indicate plaster – direction from ICS to switch to gypsum board.

Material		$455.00
Labor		$2,640.00
- Carpenter @ $110.00/hr		
	Total	$3,095.00

Best regards,

Sam Caspers
Estimator/Project Manager
4849 White Bear Parkway
White Bear Lake, MN 55110
612-499-2150
651-234-0863 fax
sam.caspers@pinnaclewall.com
www.pinnaclewall.com

ISD 709 Duluth Public Schools

CCO #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #003: Sorlie Acoustics CO #003

CONTRACT COMPANY:	**Sorlie Acoustics** 4729 Martin Road Duluth, Minnesota 55803	**CONTRACT FOR:**	S23075-009:WS 09 - Acoustical Ceilings
DATE CREATED:	6/03/2026	**CREATED BY:**	Jason Filipek **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$4,145.00

DESCRIPTION:
CE #085 - Ceiling Transitions: $4,145.00
Metal for ceiling elevation transitions

ATTACHMENTS:
CE #85 - Ceiling Transitions (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.09 - WS 09 - Sorlie Acoustics	Misc Ceiling transitions due to existing conditions	Other	$ 4,145.00
			Subtotal:	$4,145.00
			Grand Total:	**$4,145.00**

The original (Contract Sum)	$ 190,685.00
Net change by previously authorized Change Orders	$ 1,506.00
The contract sum prior to this Change Order was	$ 192,191.00
The contract sum would be changed by this Change Order in the amount of	$ 4,145.00
The new contract sum including this Change Order will be	$ 196,336.00
The contract time will not be changed by this Change Order by	

DS
BB

Sorlie Acoustics
4729 Martin Road
Duluth Minnesota 55803
DocuSigned by:
Matt Olin 6/10/2026
54D9F74D8D4E40C...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 6/9/2026
529F9BF62B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 8/5/2026
3DAA69D6EEB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 193AA682-A24F-8F35-83D0-595054111C0B

SORLIE
ACOUSTICS INC.
4729 MARTIN RD.
DULUTH, MN 55803

Phone: (218) 733-7055
Email: mattolin@sorlieacoustics.com

To: ICS — From: Matt Olin
Name: Jason Filipek — Date Sent: 5/28/2026

Project: Duluth Public Schools, ISD 709 – DNT Building Renovation

Subject: RFQ #010 – CE #085 – Ceiling Transitions
Fabricated metal trim pieces at various sizes
Color: white

Materials = $1,105.00
Labor = $3,040.00

ADD = $4,145.00

Submitted by: Matt Olin

X _____

We have (40) hrs for this work.

Here is the metal

#247 Entry – 6'x12"x1"

#249 Reception – 5'x12"x1"

#245 Gathering – 20'x7"x1"

#245 Gathering Window – 12'x4"x1"

#245 Gathering Hall – 6'x6"x1"

#233 Art – 6'x8"x1"

#233 Art – (2) 4'x8"x1"

#233 Art – 8'x15"x1"

#257 Classroom – 16'x5 ½"x1"

#257 Classroom – 22'x9"x1"

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ISD 709 Duluth Public Schools

CCO #002

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #002: Harbor City CO #002

CONTRACT COMPANY:	**Harbor City Masonry** 310 S Central Ave Duluth, Minnesota 55807	**CONTRACT FOR:**	S23075-002:WS 02 - Masonry
DATE CREATED:	6/29/2026	**CREATED BY:**	Jason Filipek **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$13,762.71

DESCRIPTION:
CE #091 - May Field Work Orders: $13,762.71

ATTACHMENTS:
doc20260603142503.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.03 - WS 02 - Harbor City Masonry	Misc Field Work orders related to masonry existing conditions	Other	$ 13,762.71
			Subtotal:	$13,762.71
			Grand Total:	**$13,762.71**

The original (Contract Sum)	$ 189,435.00
Net change by previously authorized Change Orders	$ 4,159.46
The contract sum prior to this Change Order was	$ 193,594.46
The contract sum would be changed by this Change Order in the amount of	$ 13,762.71
The new contract sum including this Change Order will be	$ 207,357.17
The contract time will not be changed by this Change Order by	

DS
BB

Harbor City Masonry
310 S Central Ave
Duluth Minnesota 55807
DocuSigned by:
Roger Anderson
3335B3A29C3F4C7...
SIGNATURE **DATE**
7/1/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek
F29F3BF02B28427...
SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich
3DAA09D6FEB345E...
SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.

310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

May 6, 2026

CHANGE ORDER REQUEST

PROJECT:	DNT Building Renovation Duluth, MN	HCM PROJECT HCM COR	2025-15 7
CONTRACTOR:	ICS 525 South Lake Avenue, Suite 222 Duluth, MN 55802	GC CONTRACT GC COR ATTN:	 Jason Filipek

The change is as follows:

HCM Extra Work

Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118
Item #4 - Construct CMU Wall at Door 178
Item #5 - Infill Openings in the Extra Wall in Room 001
Item #6 - Infill Openings at plumbing pipes in Room 174

Material	Description	units	total units	cost/unit	total
Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164	8" CMU	block	38.00	$2.93	$111.34
	Spec Mix Mortar	bags	6.00	$15.00	$90.00
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110	8" CMU	block	29.00	$2.93	$84.97
	Spec Mix Mortar	bags	5.00	$15.00	$75.00
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118	8" CMU	block	30.00	$2.93	$87.90
	Spec Mix Mortar	bags	5.00	$15.00	$75.00
Item #4 - Construct CMU Wall at Door 178	8" CMU	block	69.00	$2.93	$202.17
	Spec Mix Mortar	bags	11.00	$15.00	$165.00
Item #5 - Infill Openings in the Extra Wall in Room 001	12" CMU	block	18.00	$3.64	$65.52
	Spec Mix Mortar	bags	3.00	$15.00	$45.00
Item #6 - Infill Openings at plumbing pipes in Room 174	8" CMU	block	8.00	$2.93	$23.44
	Spec Mix Mortar	bags	2.00	$15.00	$30.00
				Subtotal of Material	$1,055.34

Labor	Description	units	total units	cost/unit	total
Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164	Working Foreman	hrs	8.00	$150.00	$1,200.00
	Operator	hrs	6.00	$140.00	$840.00
	Laborer	hrs	8.00	$120.00	$960.00
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110	Working Foreman	hrs	1.50	$150.00	$225.00
	Operator	hrs	1.50	$140.00	$210.00
	Bricklayer	hrs	3.00	$140.00	$420.00
	Laborer	hrs	3.00	$120.00	$360.00
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118	Working Foreman	hrs	4.00	$150.00	$600.00
	Operator	hrs	2.00	$140.00	$280.00
	Laborer	hrs	4.00	$140.00	$560.00
Item #4 - Construct CMU Wall at Door 178	Working Foreman	hrs	1.00	$150.00	$150.00
	Operator	hrs	4.00	$140.00	$560.00
	Bricklayer	hrs	6.75	$140.00	$945.00
	Laborer	hrs	6.75	$120.00	$810.00
Item #5 - Infill Openings in the Extra Wall in Room 001	Working Foreman	hrs	4.00	$150.00	$600.00
	Operator	hrs	2.00	$140.00	$280.00
	Laborer	hrs	4.00	$120.00	$480.00
Item #6 - Infill Openings at plumbing pipes in Room 174	Working Foreman	hrs	1.50	$150.00	$225.00
	Operator	hrs	0.50	$140.00	$70.00
	Laborer	hrs	1.50	$120.00	$180.00
				Subtotal of Labor	$9,480.00

Equipment	Description	units	total units	cost/unit	total
	Scaffolding & Small Specialized Equipment (Tied to labor total cost)	8% of labor	$9,480.00	8%	$758.40
	Forklift (Tied to operator total hours)	days	2.00	$375.00	$750.00
	Drill & Paddle (Tied to Laborer total hours)	days	3.41	$50.00	$170.31
	Saw (Tied to Bricklayer & Foreman total hours)	days	3.72	$80.00	$297.50
				Subtotal of Equipment	$1,976.21

Subtotal COR # 7	$12,511.55
10% Profit & Overhead	$1,251.16
Total COR # 7	**$13,762.71**

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #2

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4/3/26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: Duluth News Tribune

LOCATION OF WORK: Rms. 110-106

NATURE OF WORK: Brick Infill OPENING + TOOTH

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
LEE ONSAGER	MASON				3			3		
Ryan S.	LABOR				3			3		
Bill S.	F-MASON				1			1		
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
BLOCK 8"	29		
SAW + TANK			
SCAFFOLD			
PADDLE MIXER			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

Wilbur Schroeder
PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

HIC Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #4

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4-3-26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: DULUTH NEWS TRIBUNE

LOCATION OF WORK: DOOR 178

NATURE OF WORK: Infill Around Door

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
TONY OIEN	MASON			1½	5¼			6¾		
Jerry Kordiak	LABOR			1½	5¼			6¾		
Bill Schroeder	F-MASON					1 HR				
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
8" Block	69		
SCAFFOLD			
SAW + TANK			
PADDLE MIXER			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #6

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4/3/26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: DULUTH NEWS TRIBUNE

LOCATION OF WORK: Rm 174

NATURE OF WORK: Infill around Plumbing

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
Jason S.	F-MASON				1½					
Jerry K	LABOR				1½					
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Block + mud	8		
SAW + TANK			
STAND + Board			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

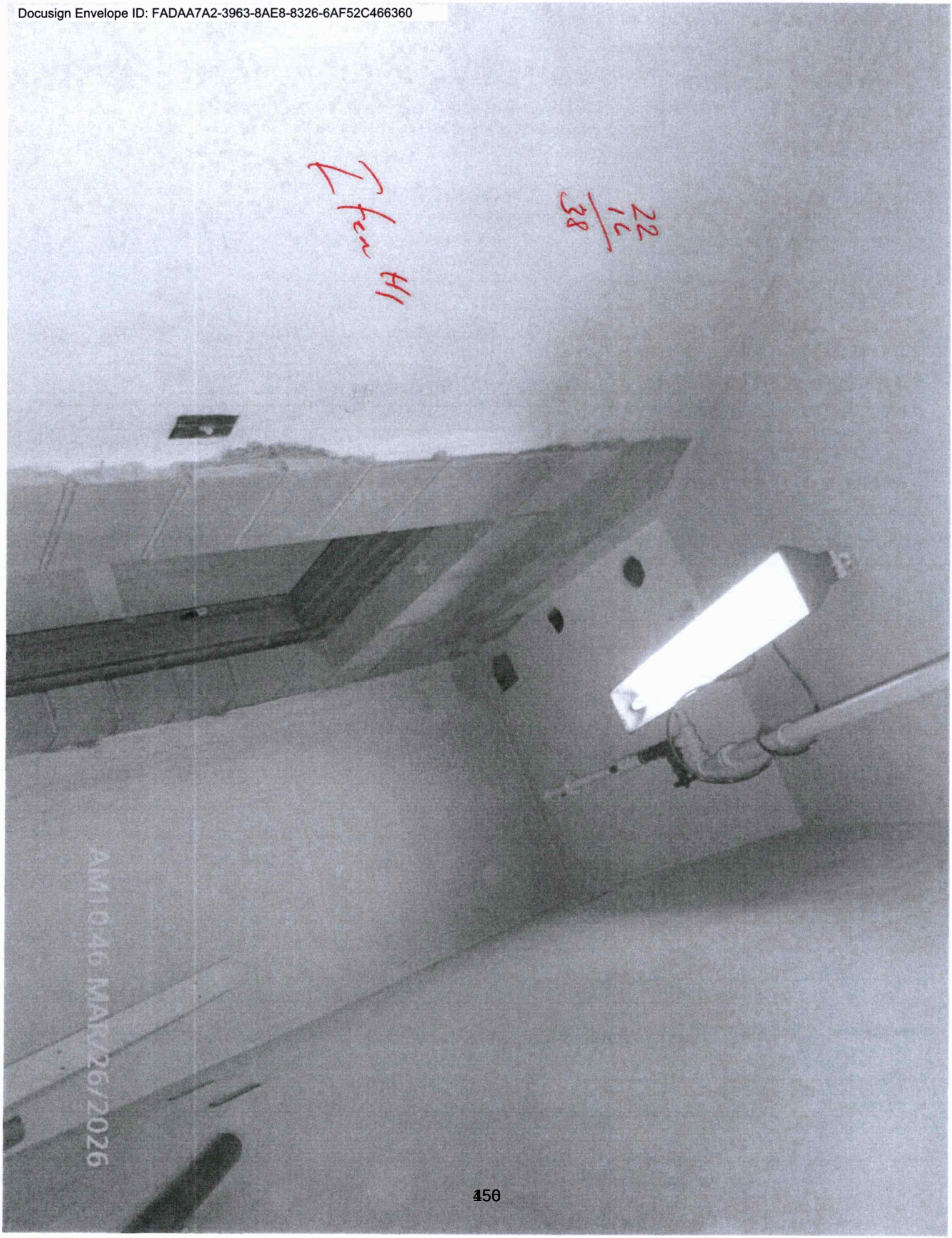
FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360



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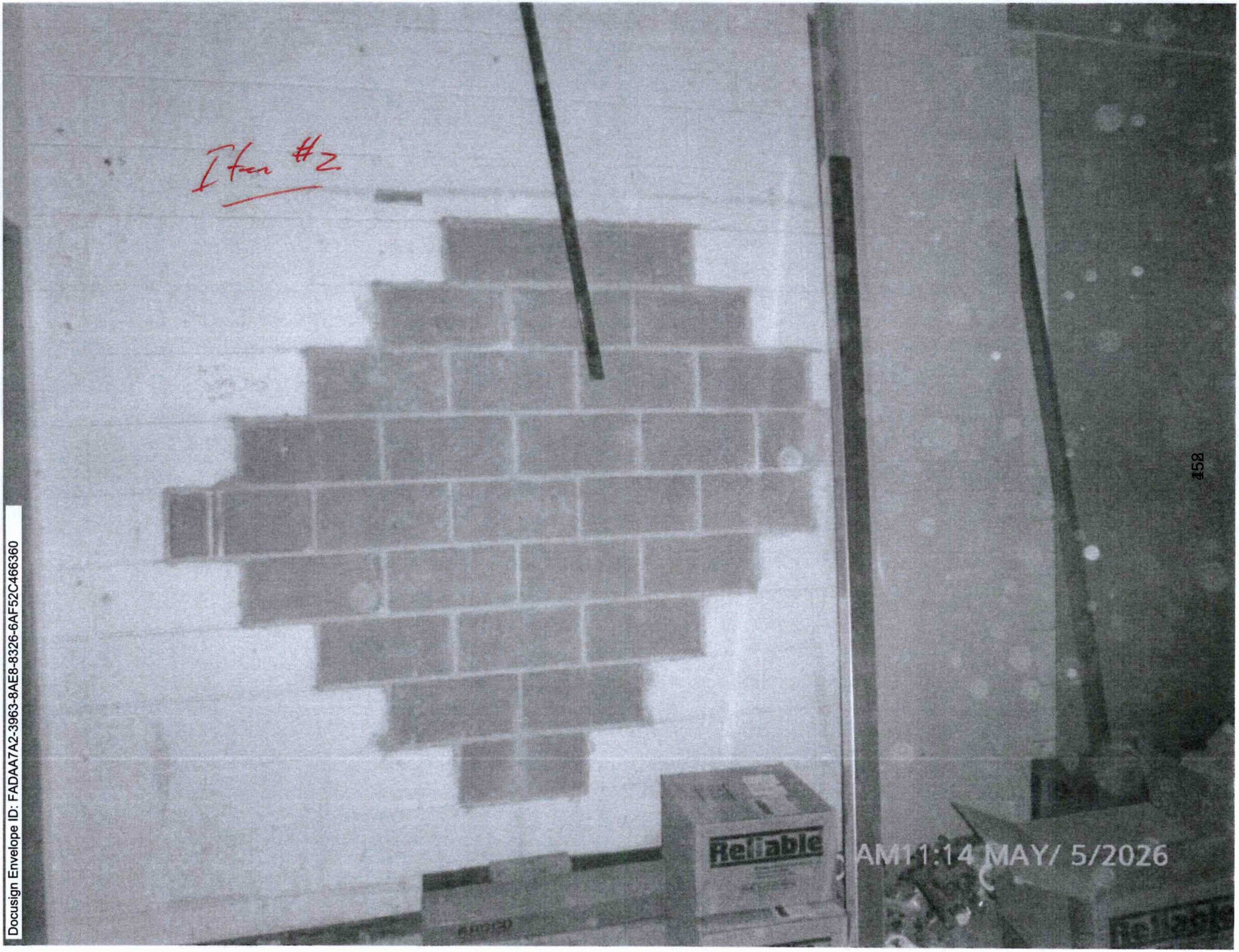
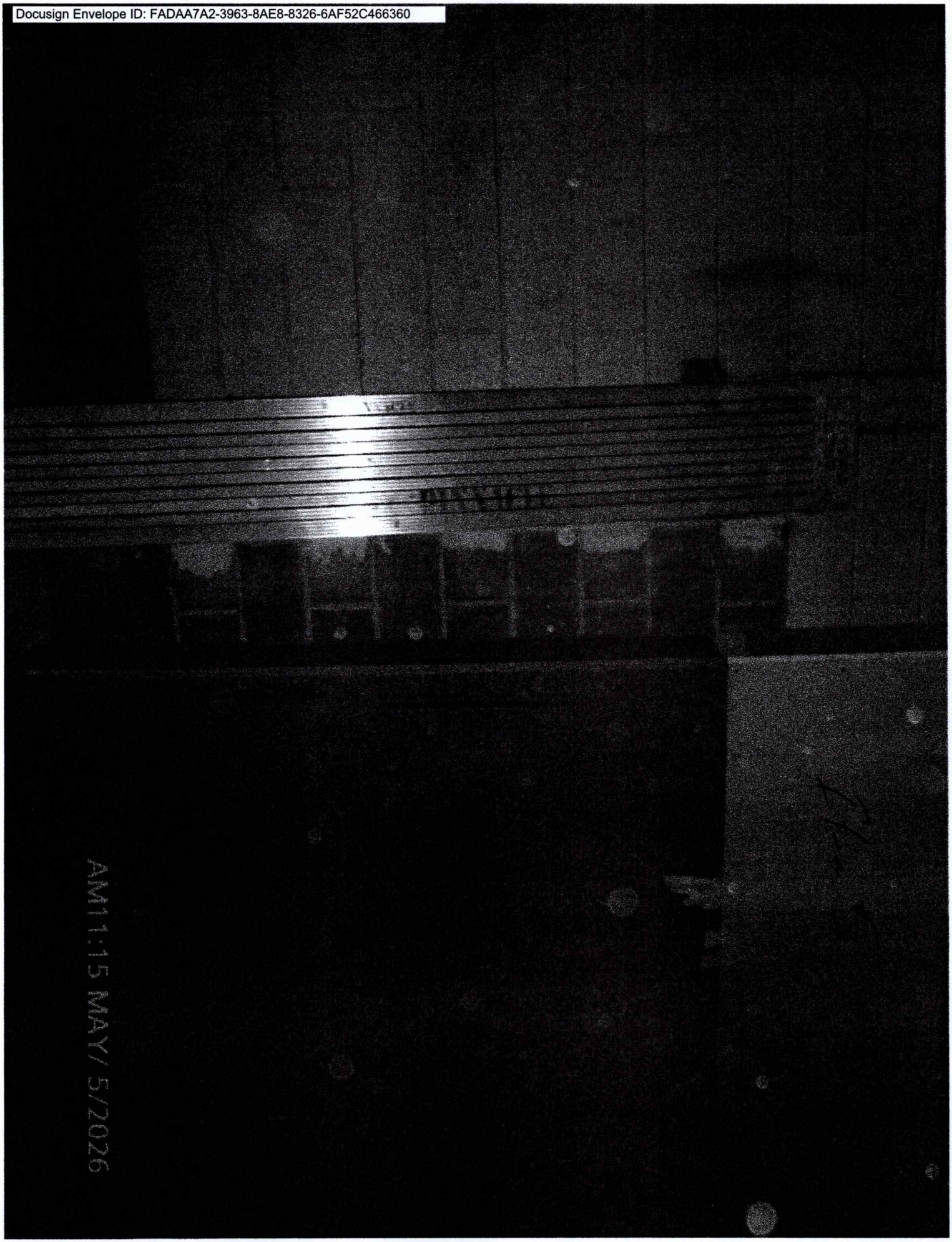


Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

AM11:14 MAY/ 5/2026

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360



Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ISD 709 Duluth Public Schools

CCO #012

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #012: Intercon CO #012

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	6/29/2026	**CREATED BY:**	Jason Filipek **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$14,786.00

DESCRIPTION:
CE #086 - field work orders- May: $13,263.00

CE #089 - ASI 2- swing additional hardware: $1,523.00

ATTACHMENTS:
ISD 709 DNT Reno. COR 31 Therapy Swing Addititonal Cost.docx Supporting-Documentation-COR-32.pdf ISD-709-DNT-Reno.-COR-32-Field-WO-for-May-2026.pdf

CHANGE ORDER LINE ITEMS:
CCO #012

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	Misc Field Work Orders- Existing conditions May	Other	$ 13,263.00
2	05-5.04 - WS 03 - Intercon Group	Added structural HW for swing	Other	$ 1,523.00
			Subtotal:	$14,786.00
			Grand Total:	**$14,786.00**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 332,332.31
The contract sum prior to this Change Order was	$ 3,607,812.31
The contract sum would be changed by this Change Order in the amount of	$ 14,786.00
The new contract sum including this Change Order will be	$ 3,622,598.31
The contract time will not be changed by this Change Order by	

DS BB

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804
Signed by: Brian Lobbestael
0C58F94A8E0342D...
SIGNATURE **DATE**
7/2/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek
F29F9DF62DB2427...
SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich
3DAA69D6FED545E...
SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

CHANGE ORDER REQUEST

DATE: June 8, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 31 Therapy Swing Additional Cost

COR # 31

Project:	Added cost to Therapy Swings
Location:	Duluth MN
Valid until:	6/27/2026

Sections included

---	Added angles and revised bottom connections.
---	Redetailing Cost

Items included and not included

Included:	Priming
Included:	Standard Delivery
Included:	Fasteners (JRK Work Only)
Not Included:	Installation
Not Included:	Field Measurement

Total price

Base Bid:	$1,272.34
Tax:	$112.98
Total:	$1,385.33

JRK Additional Cost to Fabricate Steel Therapy Swing Supports	$ 1,385.00
Intercon Markup 10%	$ 138.50
TOTAL	$ 1,523.00

TOTAL COR # 31	$ 1,523.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

rms 133 + 139
AWA 2103

<< INVOICE >>

INVOICE # :CS8638
INV DATE : 6/01/2026
ORDER # :13-784339-00
CUSTOMER #:DLC
PAGE # : 1

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, N0

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN
55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN
55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
********** C.O.D. PLEASE COLLECT **********				
09 PH1828C 7/8" POWERHOLD STAPLE 5000/CT STAPLES BIN: TR4A 04152026	Ord Shp	2.00 EA 2.00 EA	11.7500	23.50
59 C4X8 4'X8' 1/4"(5.5MM) POWERPLEX UNDERLAYMENT BIN: 28A1 05072025	Ord Shp	16.00 EA 16.00 EA	22.9300	366.88
********** 3% SUPPLIER ENERGY SURCHARGE **********				
			Picked By:	
		CREDIT CARD	437.77	Amt Paid 437.77

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL
390.38		35.68		11.71		437.77

HANK'S IS ON THE WEB: www.hankspec.com *** **RETURNS ARE SUBJECT TO A RESTOCKING CHARGE**

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DLC
DULUTH COUNTER SALES

INVOICE # :CS8638
INV DATE : 6/01/2026
ORDER # :13-784339-00

X _____

CREDIT CARD 437.77
PD CASH
CHECK

Amt Paid: 437.77

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

44295

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

D 247
WA 2106
Floor protection

<< INVOICE >>

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00
CUSTOMER #:DLC
PAGE # : 1

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, NO

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN 55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN 55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
********** C.O.D. PLEASE COLLECT **********				
19 MXDBM 30" DOUBLE BOX MIXER MIXER BIN: SHOW 01272026	Ord Shp	1.00 EA 1.00 EA	14.9500	14.95
53 SD F ARDEX FEATHER FINISH 10LB BAG GRAY BIN: 30A1 02242026	Ord Shp	4.00 EA 4.00 EA	25.3500	101.40
53 SDP LT SD-P LOW TENSION PATCH 40 LB. PATCH BIN: 14D1 10302025	Ord Shp	8.00 EA 8.00 EA	50.3000	402.40

5579.73

includes tax & credit card fee

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL

HANK'S IS ON THE WEB: www.hankspec.com *** RETURNS ARE SUBJECT TO A RESTOCKING CHARGE

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

INVOICE # :
INV DATE :
ORDER # :

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

<< INVOICE >>

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00
CUSTOMER #:DLC
PAGE # : 2

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, NO

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN 55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN 55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT

HANK'S IS ON THE WEB: www.hankspec.com *** RETURNS ARE SUBJECT TO A RESTOCKING CHARGE

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DLC
DULUTH COUNTER SALES

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00

X _____

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

44180

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2106

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD # 709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st St.	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN

DESCRIPTION

Float Floor in bathroom # 243 with cementitous product to accomodate new Epoxy coating

14 hrs

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL 14 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT $579.73

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By [signature] (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2105

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st st.	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN

DESCRIPTION

Repair window sills SE corner of lvl 1 + 2 that were previously modified to accommodate solid surface sills that were deleted - changed to keep existing sills + have painted

= 18 hrs

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL: 18 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT: _____

TOTAL LABOR: _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By Mark Knudsen (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2104

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st St	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN.

DESCRIPTION

Remove adhesive from existing floor lvl 1 NE corner of bldg for new flooring to be applied = 20 hrs.

Patch misc. holes throughout lvl 1 + 2 E + W in existing concrete floors to allow new flooring to be applied = 8 hrs

Remove misc. brackets, adhesives + dirt - patch holes in existing conc walls in NW + NE corners to allow painting = 22 hr

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL 50 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By Mark Fuchs (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MARK KUHNAU

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2103

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26	
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER	
CITY / STATE	JOB ADDRESS: 424 W 1st St		
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN	

DESCRIPTION

Install 1/4" power plex sub floor for VCT in room
133 x 139

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Carpenter		7	3					10		

LABOR TOTAL 10 hrs.

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
stapler	2 boxes		
1/4" under layment	16		

TOTAL MATERIAL/EQUIPMENT $437.77

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature Mick Knudsen
(OWNER SIGNS HERE)

Approved By _____ Date 6-2-26
(CONTRACTOR SIGNS HERE)

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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CHANGE ORDER REQUEST

DATE: June 8, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 32 Field WO for May 2026

COR # 32

Field WO 2103	
Install powerplex subfloor rooms 133 + 139 (10) hrs.	
LABOR - (10) Carp Hrs. @ $120.00 ea	$ 1,200.00
Intercon Markup 10%	$ 120.00
MATERIAL – (16) Sheets underlayment/Staples	$ 437.77
Intercon Markup 10%	$ 43.80
TOTAL	$ 1,802.00
Field WO 2104	
Remove Adhesive Level 1 (20) hrs	
Patch Misc. holes level 1 +2 concrete floors (8) hrs.	
Remove brackets and patch holes in exist. Concrete walls (22) hrs	
LABOR - (50) Carp Hrs. @ $120.00 ea	$ 6,000.00
Intercon Markup 10%	$ 600.00
TOTAL	$ 6,600.00
Field WO 2105	
Repair Window Sills Level 1 +2 (18) hrs.	
LABOR - (18) Carp Hrs. @ $120.00 ea.	$ 2,160.00
Intercon Markup 10%	$ 216.00

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CHANGE ORDER REQUEST

TOTAL	$ 2,376.00

Field WO 2106
Float floor in bathroom 243 for epoxy (14) hrs.

LABOR - (14) Carp Hrs. @ $120.00 ea	$ 1,680.00
Intercon Markup 10%	$ 168.00
MATERIAL – (16) Sheets underlayment/Staples	$ 579.00
Intercon Markup 10%	$ 58.00
TOTAL	$ 2,485.00

TOTAL COR # 32	$ 13,263.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721